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The Solicitors' Journal.

LONDON, JUNE 23, 1877.

CURRENT TOPICS.

IT IS IMPOSSIBLE to add anything of value to the eloquent tributes which have been paid on the bench of each division of the Court of Appeal to the late Lord Justice, except to say that truer testimony was never borne to the merits of a judge. Sir George Mellish was, as Lord Justice James said, a very great and a very good judge; he had a marvellous faculty of extracting the point of a case, and presenting it in the fewest possible words; he was seldom wrong in his view; but when he was he was ever ready to admit his error. Few practitioners can have forgotten the manner in which, in *Ex parte Villars* (22 W. R. 604), he expressed his satisfaction that his original opinion had been corrected on the re-hearing. When the history of the recent changes in our legal system comes to be written, it will be seen how great a part Lord Justice Mellish had in them: first, by his success as an equity judge in suggesting the practicability of fusion; and next, by his experience and acuteness in settling the many points of difficulty connected with the introduction of a new procedure.

A MATTER OF SOME IMPORTANCE to solicitors was made the subject of comment in the case of *Thomas v. Atherton*, before Vice-Chancellor Bacon, yesterday and on Wednesday last. A copy of an amended statement of claim was handed to his lordship on Wednesday, but the amendments were written in so small and illegible a hand that the learned judge avowed his inability to read them, and expressed great dissatisfaction at the practice, which, he said, was too prevalent, of writing amendments in illegible characters. Yesterday, Mr. Leach, the registrar, handed to his lordship the pleading as filed, upon which his lordship said the amendments in that were to be easily read, and the copy supplied to the court ought to be at least as well written; and added that if he found a repetition of the objectionable practice, he should order the case to stand over in order that the defect might be remedied.

A QUESTION which has been constantly recurring in practice during the last twenty years has, at length, been settled by authority. We are informed that in *Re Foster*, a case mentioned to Vice-Chancellor Malins, his lordship expressed it as his opinion that the provisions for certifying the applicability of the lower scale of fees of court are applicable to proceedings for the taxation of a solicitor's bill of costs. Our readers know that the principle of higher and lower scale was first introduced in July, 1857, afterwards incorporated in the Consolidated General Orders issued in 1860, and is now re-enacted (so to speak) in r. 1 of ord. 6 of the "Rules of the Supreme Court (Costs)." Sub-section

8 of the last-mentioned rule makes the lower scale applicable in cases "under any statutory or summary jurisdiction, and generally in all other cases where the estate or fund to be dealt with shall be under the amount or value of £1,000." The view insisted on until now has been based upon a technical construction of the words "estate or fund," it being contended that, in the case of a solicitor's bill of costs, there is neither an "estate" nor a "fund" to be dealt with. The view of the provision of sub-section 8 above alluded to has, however, it seems, at length prevailed, and it is understood that, in future, *Re Foster* will be followed, and that wherever the total of the bill to be taxed shall, as delivered, be under the amount of £1,000, the case may be certified for the lower scale, and lower scale fees paid accordingly.

A MOMENTOUS QUESTION has been raised about the liability of the successor to Lord Justice Mellish to go circuit, on the ground that section 15 of the Appellate Jurisdiction Act only provides that "every additional ordinary judge of the Court of Appeal appointed in pursuance of this Act shall be subject to the provisions of sections 29 and 37 of the Supreme Court of Judicature Act, 1873, and shall be under an obligation to go circuits." It is asked whether the new judge will be an additional ordinary judge inasmuch as he will succeed a judge who was made an ordinary member of the Court of Appeal by the express provision of the Act of 1875. All the three judges authorized to be appointed under the Act of 1876 are still members of the Court of Appeal; how then can it be said that the new judge is an additional ordinary judge appointed under the Act of 1876? The conclusion appears to have been reached that the new judge will not be liable to go circuit; but unfortunately for this conclusion the Legislature has determined the contrary. We have yet to learn that section 37 of the Judicature Act, 1873, has been repealed, and under that section it is provided that "it shall be lawful for her Majesty, if she shall think fit, to include in any such commission [of assize] any ordinary judge of the Court of Appeal . . . to be appointed after the commencement of this Act."

THE CASE of *Oller v. Gray*, lately tried before Mr. Justice Lindley at Nisi Prius, ended in a way which affords a curious instance of what may result from the power of counter-claim given to defendants by the Judicature Acts and Rules. The action was brought to recover damages for injuries sustained by the plaintiff and his horse and gig from a collision with the defendant's horse and cart. The plaintiff, of course, alleged that the accident was caused by the defendant's negligence, and claimed damages accordingly. To this claim the defendant counter-claimed, alleging that the negligence was on the part of the plaintiff, and claiming damages as due therefor. The trial resulted in the jury finding a verdict in favour of both claims. The learned judge appears to have treated this as, in effect, a verdict that each party by his own negligence contributed to his own loss, and therefore neither could succeed in the action. The parties would probably learn with some surprise that if their collision had been on sea instead of on land they would have shared the loss equally. The rule originally applied in a common law court to collisions between ships; but, as is well known, by section 25 (9) of the Judicature Act, 1873, the rule of the Admiralty Court, that if both ships are to blame in a collision each recovers half its damage from the other, is to prevail in all cases of collision between ships. There is some inconsistency in applying one rule to the land and another to the sea, and it might be well that a uniform rule should prevail; but we are far from thinking that the balance of reason or convenience is in favour of the mode applied to collisions at sea.

AN INTERESTING BLUE-BOOK has been issued giving the results of an investigation instituted some time ago by a departmental committee into the system upon which the legal business of the Government is conducted. A considerable part of the book is devoted to the law officers, and there is here to be found some remarkable evidence as to the difficulties which beset the path of the newly-appointed law officer. Sir W. V. Harcourt, in particular, during his short tenure of the position of Solicitor-General, appears to have keenly felt the misery of that experience which Lord Westbury used to describe as "being left alone in the dark." "At the time when I became law officer," says Sir W. V. Harcourt, "there was only a single man who was supposed to understand the work with reference to patents. . . . I was obliged to secure him upon whatever terms I could. I got him for about six weeks, and then he obtained another appointment; after that there was nobody who knew how to do the work." And as to the general business of the law officers, he says, "The clerks of the former law officers went with them, and there happened to be just one old gentleman upon whose life depended the whole tradition of what was to be done in the department." The general result of this part of the inquiry is to show the need for some more methodical arrangement for the conduct of the business of the law officers. They were formerly treated, as Sir W. V. Harcourt put it, as "private barristers jobbed by the Crown for its business to do piece-work," and the result was that no attempt was made to introduce the order and precision of a Government department—the most important and confidential papers which in the Foreign Office would be treated as requiring the greatest secrecy, and would go about in red boxes in the custody of officials with salaries of £200 a year, went from one set of chambers to another in open envelopes, and were tumbled about from boy to boy in their passage from one law officer to the other. The obvious remedy for this state of things would be a small permanent staff attached to the law officers' department; but the committee do not seem to have made any recommendation upon this matter.

THE PORTION OF THE REPORT to which we desire to call attention, however, is that which relates to the legal establishments of the public departments. The number of the departmental solicitors has been recently increased, and it seems to have occurred to the Treasury to inquire whether the business of some of the separate establishments might not be concentrated in the Treasury Solicitor's office. The result of the inquiry has been to convince the committee that no general scheme of concentration of all the legal business of the Government in a central office would be expedient. They recommend that the office of Solicitor to the Board of Works be abolished and that his staff be transferred to the Treasury Solicitor; and that the legal staff of the War Office (the solicitor being converted into a "legal secretary") and of the Admiralty should be handed over to the Solicitor to the Treasury. These suggestions have (as Mr. W. H. Smith informed the House of Commons a few days ago) been carried out, with the result of a saving to the nation in salaries of £2,735 per annum. As regards the other departments to which legal establishments are attached, the committee recommend no change greater than a reduction of the staff, the change of the title of all the heads of the legal departments, except the Treasury, to "Assistant-Solicitor," and the constitution of the Solicitor to the Treasury into the head of the legal departments, to act as a referee in all matters of practice, and to be the adviser of Government in all that concerns the organization of the legal departments of its offices. The reduction in the staff the committee recommend to be accomplished by assigning to the assistant-solicitor at the head of each department a sum for providing himself from outside the civil service with clerical assistance, the only permanent members of the

civil service inside the legal department being the assistant-solicitor and a chief clerk.

The question before the committee is one of considerable pecuniary importance. It appears that the yearly net cost of the legal business in the public departments (excluding the law officers) is about £96,432. The yearly net cost of the nine public departments with legal establishments is £91,715, and that of the five public departments without legal establishments, £4,717. In considering how far it is desirable to provide legal establishments for Government departments, it is obvious that a distinction must be drawn between departments like the Inland Revenue, where the legal business is of a special character and much of it necessarily conducted in the office, and departments like the Board of Works and the Woods and Forests, where the legal business differs but little from that transacted for large landowners by private solicitors. In the former case a legal staff is essential; in the latter it is a question to be settled by considerations of economy and convenience whether a legal staff shall be provided. The committee acknowledge that "it might seem to be a question whether it would not be more economical to place the work [of the Woods and Forests] in the hands of a solicitor in private practice, rather than in those of a Government solicitor with an established staff." They conclude on the whole that, having regard to the "miscellaneous and extraneous work," it would be almost impossible for a solicitor in private practice to give the time and attention required. If this is the only objection, it is one which "solicitors in private practice" would find it easy to answer, inasmuch as partners are not wholly unknown among them. The committee seem to have overlooked the probability that, if every matter had to be sent out from a public department to a solicitor in private practice, there would be a marvellous diminution in the number of matters referred to the solicitor. The salaries in the legal department of the Woods and Forests come to £3,060, and the "incidental expenses" to £2,150; our impression is that all the legal assistance really necessary might be had for a good deal less from private practitioners. As regards court business, the Treasury Solicitor frankly admits that the system of employing private firms is advantageous to the public.

A number of technical students of the Artisans' Institute recently paid a visit to the New Law Courts, and were shown over the buildings by Mr. Colling, the Government clerk of the works. After explaining the original design to lay the ground out between Carey-street and the Strand as a public garden, Mr. Colling proceeded to the central hall, a structure which may be said to be the key of the whole building. This is 230ft. long and 45ft. wide, with a height of 80ft. In this place the witnesses and jurors will meet and be conducted to the waiting-rooms of the various courts in which they are to be engaged. These courts are eighteen in number, and are so arranged that the judges can enter each court by means of a separate corridor, without coming in contact with any one. The barristers are also provided with a special corridor, running the whole length of the building, and the public, who will be admitted into the galleries of the court only, are similarly provided. Beneath the central hall is the machinery for heating and ventilating the various courts. On the east side is the quadrangle, and under this is an immense tank of water. This water will be forced into the towers and used in case of fire. The largest court at present in the building is the Lords Justices', which is 39ft. by 49ft. A portion of the edifice, that which is devoted to the offices, is expected to be finished and put into use at the end of the present year. Mr. Colling then explained the various points of interest—the peculiar bricks which are being made specially by the contractors, Messrs. Bull, at Southampton, the saddle-back towers, and everything of interest to the students. The present contract is to be completed in 1880, but it came out incidentally that a strike among the masons was apprehended shortly, which might retard matters.

THE AMENDMENT OF THE LAW OF ENTAIL AND SETTLEMENT.

II.

RETURNING now to the question of public policy, the expediency on public grounds of allowing the will or deed of one owner such a long-continued operation with regard to the mode in which his property shall devolve is contested on several grounds. One class of evils attributed to it is involved in the power of settling any kind of property, whether real or personal. It is said that to vest a large property in an unborn person without reference to his capacity or merit, instead of leaving the parent to regulate the amount of the fortune which the child is to enjoy, is to make the latter independent of parental control; that in his youth he is the easy dupe of money-lenders and bill discounters, and that in the end he will probably have occasion to regret the blind partiality which the settlor extended to him. In the case of settlements of personal estate, however, these evils do not now practically arise, the parents being always given, by such settlements, a power of appointing the property among the issue as they think fit. A settlement of personalty is indeed regarded as different in kind from a settlement of realty—being the form of disposition adopted, whatever be the nature of the property, when it is merely intended to make a rational provision for particular persons and their issue. If the property be originally land the object is effected by a trust for sale and a declaration of trust of the proceeds. A settlement of realty, on the other hand, is the form used when it is desired to continue or to form a family by maintaining one particular branch in continuous affluence. When the latter object is intended the limitations invariably take the form of limitations of real estate in strict settlement, whatever be the nature of the property settled, for if it be originally personalty, the object is easily accomplished by a direction to trustees to buy land. Now it is clear that it would be possible for the Legislature to abolish these real estate settlements and prohibit entirely the creation of successive interests in the land itself, and yet not materially interfere with the object of a settlor whose prejudices or ambition might make him desire that his wealth should devolve as it would have devolved under the limitations of a real estate settlement. For if the power of settling personalty remained untouched, settlements of personalty would immediately be made, not in the present form of such settlements, but directing the devolution of the property as nearly as possible in the course in which real estate would go under the usual course of limitation in strict settlement, and the same plan might be made applicable to the proceeds of sale of real estate. The question whether the power of settling personalty should remain untouched and thus admit of settlements of this kind, depends upon whether or not this object of securing wealth and dignity to one particular line of the settlor's descendants is injurious or otherwise. Whilst admitting that there is a strong ground for the view taken by Mr. Lefevre, who makes the present form of a settlement of personalty the only permissible one, it appears to us that it is a point on which such opposite opinions may prevail as to make it an undesirable element to introduce into the other question, of how the land is to be freed from the evils of the present system.

For, indeed, the fact that under that system the relation of father and eldest son is not always so satisfactory as it might be, appears to us the very smallest of the mischiefs which it involves. The effect of the settlement in limiting the ownership is most serious in its operation upon the soil itself. The well-being of the soil, and of those who live upon it, the execution of drainage and other works involving large capital, and the building and improvement of cottages and the like, are objects which the limited proprietor can never identify with his own pecuniary interest. They are objects which he can only accomplish by putting his

hand into his pocket and paying away money which he can often ill spare, for the benefit of an unascertained successor. This is the most serious evil of all, and it is difficult to see how it is to be entirely removed (though it may, no doubt, be greatly mitigated) so long as the system of limited ownership continues. If it be said that, as trustees have now generally a power of sale, so it is easy to empower them (as Mr. Lefevre proposes to empower some one, though it does not clearly appear whom) to invest sale-moneys in permanent improvements, the incompleteness of the remedy is obvious. Its incompleteness lies, in the first place, in the force of those sentiments which have been already alluded to, and which prevent these powers of sale from being freely exercised; it lies still more plainly in the fact that, even supposing that they are exercised, no estate will be satisfactorily managed and developed when, in every scheme for improvements, the nominal proprietor is subjected to the interference of third parties having interests to protect often adverse to his own. So long as the law allows a system of limited ownerships succeeding one another, so long is it impossible that the interest of the proprietor shall be absolutely identical with the interest of the soil, which is the interest of the nation. Acts for facilitating the sale of settled estates, for authorizing the Inclosure Commissioners to charge the inheritance with moneys expended by limited owners in improvement, or the like, indicate that the mischief is felt and acknowledged, but they offer no sufficient remedy. The result of the evidence given before a recent committee of the House of Lords on this subject of improvement, as stated in the report drawn by Lord Salisbury, was that, of 20,000,000 acres of land in England and Wales requiring drainage, only 3,000,000 had been drained, and that the main obstacle to improvement and the expenditure of capital was the friction and expense caused by the interference of public functionaries in the work which it should be within the power, and to the interest, of the proprietor to perform himself. Without enlarging on the evidence which might be adduced, it may be sufficient to quote the opinion of Mr. Young, the President of the Incorporated Law Society, who, in condemning the present system, says that it "assumes that the majority of a generally educated class are improvident and incapable of doing justice to the estate and their families, and, for the sake of spendthrifts and their families, hampers the much more numerous class, as I venture to estimate them, of the reasonably prudent proprietors and their families."

The ground of complaint against this system which appears to us to be second in point of importance is that it makes conveyancing costly to the public as well as cumbrous, difficult, and unsatisfactory to the practitioner, and that it is the real cause of most of the complications of real property law. But as this is an inconvenience manifest without discussion, it can only now be mentioned. The indictment against the existing state of the law is formidable enough, and it may be observed here that, for this very reason, it is desirable that it should not include another and a distinct charge which can scarcely be substantiated. It has been urged that the aggregation of land in the hands of a few owners and the extinction of small properties is due to the difficulty and expense of conveyancing, making the purchase of land a luxury which only the very wealthy can indulge in. That it is such a luxury and indulgence is clear, but that it is so is due to the operation of the simplest economical laws rather than to any fault of the lawyers or their system. In a thickly populated manufacturing county the possession of the soil is a thing so eagerly coveted in respect of the enjoyment and position which it confers upon the possessor that the competition of the wealthy who can afford to accept a small return for their purchase-money must, and always will, preclude the competition of those classes who require that their investments should yield them a large rate of

interest. It is certainly unreasonable that a man purchasing a property for £1,000 should have to pay heavily for his conveyance if a simplification of the law would enable the work to be done for less. But it is at least doubtful whether the extra charge imposed upon him is a sufficient influence to deter him from purchasing, and it is not necessary to account for the phenomenon of the aggregation of lands into a few hands by referring it primarily, if at all, to causes of this kind.

It appears to us, then, that, in any attempted reform of the law affecting settlements, all other considerations are to be subordinate to these: that the existence of the limited and successive interests in the soil now allowed obstruct the development of its capacities and the welfare of those who live by cultivating it; that this mischief (as well as the existing impediments to a simplification of the law of transfer of land) would be removed by a complete prohibition of the creation of any kind of limited ownership in land by way of settlement; and, finally, that, as such a prohibition is a reform so radical, and so far beyond the point to which intelligent opinion on the subject is prepared to go, the most useful and successful efforts for reform will probably be those which, assuming that the creation of limited interests in land is in some form to be continued, aim at affording the greatest facilities for the destruction, by means of powers of sale, of the interests so created, and at offering the limited owner, whilst his ownership continues, the utmost inducement to the expenditure of capital. It may be necessary that it should be made experimentally clearer that the existence of a landed aristocracy, the preservation of the wealth of historic families, and the dignity of the House of Lords do not require the soil to be unalterably appropriated for generations as the property of particular persons, but that the pride and prudence of the landowners are sufficient for the protection of their families and estates without any extraneous and peculiar aid from the law. It seems to us, as we have previously stated, that no inconsiderable weight of evidence on this point has been already afforded by the continued devolution of heavily incumbered estates according to the line of settlement notwithstanding the powers of absolute disposition generally conferred upon the trustees and the tenant for life, and that it is not the state of the law, but family pride or family prudence, which is at the present moment keeping many settled estates out of the markets. At any rate there is sufficient reason for Mr. Lefevre's view, that no harm can come of making such powers of sale universal, even though there be no one to exercise them but the limited owner himself. If this extension of the power of defeating the settlement, in its operation upon the land, has no marked practical effect, it will be still more evident that the preservation of the estate in the line marked out by the settlement depends less upon the want of a power of disposition than upon the force of sentiment and custom, and that these latter may be relied upon for the accomplishment of those purposes in aid of which the law is now considered a necessary factor. When, if at any time, this shall have become clear, the only rational ground upon which the law of allowing settlements of real estate can be rested will have disappeared, and the objections urged against limited ownership must prevail. In the meantime, with regard to that other object which appears to be within the sphere of immediate practical reform, the extension of the inducements for the investment of capital in the soil by the limited owner, there can be no doubt that the method proposed of giving the tenant for life a power to appoint the estate amongst his issue instead of allowing the settlor to limit it to the issue in succession according to their priority of birth, would, as between the tenant for life and his issue (but not farther), relieve the former of his present incapacity to act as the exigencies of the property may require. For, assuming that he would, as he probably might, desire to create an eldest son, his doing so would not interfere with his expending his personality in the improvement

of the property. He could, by his exercise of the power of appointment, adjust between his children the equities to which he might conceive such an expenditure would give rise, instead of being, as at present, hampered by a settlement which, in fact, appropriates every farthing of the money so expended as a benefit conferred upon the eldest son.

In endeavouring to point out some of the general principles involved in this question, enough has been said to indicate that Mr. Lefevre's Bill (subject to the question of the expediency of applying its provisions to settlements of personality) proceeds upon those lines which legislation, if it is to take place at any reasonably early date, will probably have to follow. On some other occasion it may be necessary to call attention to some details of the measure which require further consideration; but it is, at least, to be commended in the conciseness and neatness with which it deals with several points of great difficulty and importance.

Reviews.

CRIMINAL LAW.

THE PRINCIPLES OF THE CRIMINAL LAW: A CONCISE EXPOSITION OF THE NATURE OF CRIME, THE VARIOUS OFFENCES PUNISHABLE BY THE ENGLISH LAW, THE LAW OF CRIMINAL PROCEDURE, AND THE LAW OF SUMMARY CONVICTIONS; WITH TABLE OF OFFENCES, THEIR PUNISHMENTS AND STATUTES; TABLES OF CASES, STATUTES, &c. By SEYMOUR F. HARRIS, Barrister-at-Law. Stevens & Haynes.

Mr. Harris has undertaken a work, in our opinion, so much needed that he might diminish its bulk in the next edition by obliterating the apologetic preface. The appearance of his volume is as well timed as its execution is satisfactory. The author has shown an ability of omission which is a good test of skill, and from the overwhelming mass of the criminal law he has discreetly selected just so much only as a learner needs to know, and has presented it in terms which render it capable of being easily taken into the mind. A good example of his mode of treatment is to be found in the portion of the book relating to larceny, a subject of peculiar difficulty, inasmuch as the original idea of that crime has been strangely distorted to suit modern requirements, and the common law, case law, and statute law in which the doctrine of it is now contained, are curiously interwoven. The first half of the volume is devoted to indictable offences, which are defined and explained in succinct terms; the second half treats of the prevention of offences, the courts of criminal jurisdiction, arrest, preliminary proceedings before magistrates, and modes of prosecution and trial; and a brief epitome of the laws of evidence, proceedings after trial, and summary convictions, with a table of offences, complete the book. The part on procedure will be found particularly useful. Few young counsel, on their first appearance at sessions, have more than a loose and general notion of the manner in which a trial is conducted, and often commit blunders which, although trifling in kind, are nevertheless seriously discouraging and annoying to themselves at the outset of their career. From even such a blunder as that of mistaking the order in which the speeches are made and witnesses examined, they may be saved by the table of instructions given here. A useful addition to the book would be a chapter on the maxims constantly cited in the administration of the law as stating the first principles of justice.

Mr. Baron Pollock has transmitted a donation of £50 to the Solicitors' Benevolent Association as his lordship's contribution towards the benevolent objects of that society, for which he lately presided at the anniversary festival in place of Mr. Justice Field.

Cases of the Week.

STAYING PROCEEDINGS ON APPEAL NOT SET DOWN.—BANKRUPTCY OF APPELLANT.—In a case of *Vale v. Oppert*, which came before the Court of Appeal on the 20th inst., a decree was made by Bacon, V.C., on the 31st of July, 1876, that the defendants should, on or before the 31st of August, pay to the plaintiff £1,000, with interest, and should also pay the costs of the suit. On the 27th of July, 1876, Ogle, one of the defendants, filed a liquidation petition, under which his creditors, on the 24th of August, resolved on a liquidation by arrangement, and appointed a trustee. The plaintiff proved in the liquidation for the sum due to him under the decree, and the proof was admitted by the trustee. On the 29th of May the defendant gave notice of appeal from the decree, but the appeal was not set down in the list of appeals. On the 8th of June the plaintiff gave notice of motion before the Court of Appeal that all further proceedings on the defendant's appeal might be stayed, and that he might be ordered to pay the costs of the application, including any costs of the plaintiff occasioned by the notice of appeal. The appellant had not obtained an order of discharge in the liquidation. On the hearing of the motion the plaintiffs' counsel admitted that the debt was barred by the liquidation. The defendant's counsel urged that the defendant might be a trustee of the fund for aught that appeared, and that if so he would have a right to appeal notwithstanding his liquidation. The plaintiff might have asked for security for the costs of the appeal, and might have taken the objection on the hearing of the appeal. And, as the appeal had not been entered in the list, there was no reason why any order should be made. The court (Jessel, M.R., and James and Bramwell, L.JJ.) thought that the appeal was vexatious, the defendant having no interest in his estate, unless he should pay 20s. in the pound, in which case he might apply for leave to appeal if the time for doing so had expired. The appeal ought not to have been brought, and the court accordingly made the order asked for.

SECURITY FOR COSTS OF APPEAL—CROSS ACTIONS—ORD. 58, n. 15.—In a case of *The International Financial Society v. The City of Moscow Gas Company*, the plaintiffs applied to the Court of Appeal, on the 20th inst., for an order that the defendants (a limited company in liquidation) should give security for the costs of an appeal which they had presented from the decree of Bacon, V.C. The suit was a foreclosure one, the plaintiffs being mortgagees of property of the defendants. The security was insufficient, and the defendants had no assets but the equity of redemption. The defendants had instituted a cross suit to set aside the mortgage, and the decree was made in both suits. The defendants had already given security in the cross suit for the costs of the appeal by a bond of the liquidators for £500. It was urged that this security was sufficient for the costs of the appeal in relation to both suits, but the court (Jessel, M.R., and James and Bramwell, L.JJ.) held that, as the bond had only been given in the cross suit, it did not technically extend to the costs of the appeal in the other suit, and that it would not be enough for the liquidators to undertake, as they were willing to do, that the security should extend to the costs in both suits. The court accordingly ordered that security for £100 should be given.

WILL—CONSTRUCTION—APPOINTMENT OF RESIDUARY LEGATEE—INTENTION TO DISPOSE OF WHOLE PROPERTY.—In a case of *Hughes v. Pritchard*, decided by the Court of Appeal on the 20th inst., a testator commenced his will with these words:—"As to my estate which God has been pleased in His good providence to bestow upon me, I do make and ordain this my last will and testament as follows." He then devised a freehold farm specifically to A., another farm specifically to B., bequeathed several pecuniary legacies, bequeathed some shares in a company to two persons, and bequeathed pecuniary legacies to his executors. Then came this clause, "I make M., R., and O. my residuary legatees." The question was whether the

residuary gift extended to real estate not specifically disposed of by the will. Hall, V.C., held that it did not. The Court of Appeal (Jessel, M.R., and James and Bramwell, L.JJ.) held that it did. Jessel, M.R., said that no doubt an appointment of a residuary legatee standing alone would only operate to give to the person so appointed the residue of the testator's personal estate. But in this case the will, taken as a whole, clearly indicated an intention to dispose of all the testator's property, and the effect of the Vice-Chancellor's construction was to render the introductory clause of the will meaningless.

REMOVAL OF NEXT FRIEND—ACTION BROUGHT ON BEHALF OF INFANT WITHOUT KNOWLEDGE OF HIS FATHER.—In a case of *Woolf v. Pemberton*, heard by the Court of Appeal on the 20th inst., the action was commenced in the Lancaster Chancery Court in the name of some infants, by a person who assumed to act as their next friend, to administer the estate of a testator under whose will the infants were contingently entitled to considerable benefits. The next friend was a stranger to the family of the infants, and the action was commenced without any previous communication with their father, and without his knowledge. When he became aware of it he applied to Little, V.C., to remove the next friend, and to substitute himself (the father) as next friend. The Vice-Chancellor refused the application, being of opinion that the mere fact that the action was commenced without communication with the father was not a sufficient ground for removing the next friend. The Court of Appeal (Jessel, M.R., and James and Bramwell, L.JJ.) were of opinion that the order asked for ought to be made, there being nothing alleged against the father, and there being no conflict of interest between him and the infants. Jessel, M.R., said that the mere fact that the father desired to assume his natural position as the guardian of his children was a sufficient reason for making the order. James, L.J., said that the Vice-Chancellor apparently thought that the next friend who had commenced the action had a species of vested right to go on with it. His lordship, on the contrary, thought that the father had a vested right to act as the guardian of his children of which he ought not to be deprived.

DEED—CONSTRUCTION—GRANT—"WATERCOURSE."—In a case of *Taylor v. The Corporation of St. Helen's*, heard by the Court of Appeal on the 21st inst., a question arose as to the meaning of the word "watercourse" in a grant. The object of the suit was to restrain the defendants, who were grantees from the plaintiff of the watercourse in question, from enlarging the channel, which was an artificial closed culvert, through which the water ran, and an injunction had been granted by the Vice-Chancellor of the Lancaster Chancery Court, from which the defendants appealed. Jessel, M.R., said that the word "watercourse" in a grant might mean one of three things—(1) the easement or right to the flow or running of the water; (2) the channel containing the water; (3) the land over which the water flowed—and the meaning must be determined by the context. In this case he was of opinion that the word meant the channel containing the water, and, as incident to that, the water contained in the channel as it existed at the date of the grant, but that the defendants had no right to enlarge the channel for the purpose of increasing the flow of water, and thus enabling them to take a larger quantity of water from the stream. And the court (Jessel, M.R., and James and Bramwell, L.JJ.) affirmed the decision of the Vice-Chancellor. Jessel, M.R., observed that the old legal maxim that a doubtful or obscure grant must be construed most strongly against the grantor has very little force at the present day, since it has been well settled that the language of instruments is to be construed according to its natural ordinary meaning. If no meaning could be given to the words of a grant, then it was void for uncertainty, and was, in fact, construed in favour of the grantor, inasmuch as it was annulled.

WILL—CONSTRUCTION—OMITTING WORDS INSERTED BY MISTAKE.—On Monday, the 18th inst., Vice-Chancellor

Malins applied the principle upon which the Court of Appeal acted in supplying words omitted by a testator by mistake in the recent case of *Greenwood v. Greenwood* (noted ante, p. 630) to the converse case of words having been inserted by mistake. The testator in *Smith v. Crabtree*, after having given legacies to all his children, and provided for his widow (who took no interest in the residue), directed his residuary estate to be divided into as many shares as he should have children living at the time of the death or second marriage of his wife, or then dead leaving issue. He then directed £1,000, part of one of such shares, to be held upon certain trusts for the benefit of his son Joseph and his family, and the residue of such share to be paid to his said son Joseph, and directed another share to be held upon trusts for his daughter Elizabeth and her family. And he directed one of the remaining shares to be paid to each of his daughters (except Elizabeth) living at the decease or second marriage of his said wife, and if any of his said daughters should be then dead, leaving issue then living, her share was to go to her children. The will also contained a clause charging advances made by him to his son or any of his daughters during his life upon the share of residue to which such son or daughter was "absolutely entitled under the bequests or trusts aforesaid." The testator left a widow a son, and six daughters, who were still living. *H. Greenwood* (Glassey, Q.C., with him), for the son, and *T. C. Wright*, for the daughter Elizabeth, contended that their shares, in any case, were vested, and that the direction to divide at the widow's death was inconsistent with the context, and must be controlled by the evident intention of the testator. *Dunning and Chapman Barber* appeared for other parties. The Vice-Chancellor said that, although it would be a strong decision to hold that the words which we have placed in italics were inserted by mistake, he was satisfied that that was the true solution of the difficulty. The context showed that the testator thought he had given vested interests, to take effect upon his own death; and the will would be quite consistent if read without the words in question. If no one argued to the contrary, he would act upon the principles laid down by Lord Justice Knight Bruce in *Key v. Key* (4 D. M. & G. 84-5), by himself in *Surtees v. Hopkinson* (L. R. 4 Eq. 98), and by the Court of Appeal in *Greenwood v. Greenwood* (where his own previous decision was referred to with approval), and would declare that, upon the true construction of the will, the residue became divisible upon the testator's death among all his children who survived him in equal shares, the will being read as if the words in (our) italics had been omitted. This construction being satisfactory to all parties, the declaration was accordingly made.

REFERENCE OF WHOLE ACTION—ORD. 36, RR. 2, 30—JUDICATURE ACT, 1873, s. 57.—The question of the power of the court under the Judicature Act to refer an action generally was discussed before Vice-Chancellor Hall recently (*Carlisle v. Bush*, 14th of June), when his lordship expressed his view that the court could refer the whole action in all cases except those where a right was given to either party to insist upon a jury, and that right was exercised. If there were no such power, the terms of ord. 36, rr. 2, 30, were apparently not satisfied. The case in question, in which both parties were prepared to agree to a reference, if within the competence of the court, was eventually transferred to the county court of Bristol.

SPECIFIC PERFORMANCE—DIVISIBLE CONTRACT—AGREEMENT IN PART ULTRA VIRES.—In a case of *The Odessa Tramways Company v. Mendel*, heard by Fry, J., on the 18th inst., the action was brought to enforce the specific performance by the defendant of an agreement which he had entered into with the plaintiff company to subscribe for 2,000 shares, which were to be taken up and paid for in full by him in such numbers, and at such times, as should be required for the purposes of the company. In consideration of his so doing, the company agreed to give him the option of subscribing for 15,000 further shares in the company, the option to be exercised within a time fixed, and if any of the 15,000 shares were not subscribed for by him within that time the company were to have the right to dispose of them. In pursuance of this agreement, the defendant's name was entered in the company's register of shareholders, but, when the directors called upon

him to pay £10,000 in respect of 1,000 of the shares, he repudiated the agreement, and refused to pay the money. The principal defence was that the agreement was *ultra vires* and void under the following circumstances:—On the day on which it was executed the directors, on behalf of the company, entered into another agreement with the defendant to pay him £4,000 in consideration of services rendered by him to the company. This sum was to be paid to him by means of drafts to be drawn by him upon, and accepted by, the company, payable twelve months after date, and to be dated on the day when he should have paid in full for the whole 2,000 shares. The articles of association of the company provided that the board of directors should not issue any shares at a price below par without the consent of a general meeting. But the board were authorized to make arrangements on the issue of shares for a difference between the holders of such shares in the amount of calls to be paid, and in the time of the payment. The defendant alleged that the agreement that he should subscribe for 2,000 shares, and the agreement that the company should pay him £4,000 for his services to the company, really formed one entire arrangement for the issue of the shares at a discount; that he had never rendered any services to the company; and that the arrangement was divided into two agreements for the purpose of evading the prohibition of the articles against the issuing of shares at a discount. The whole arrangement was therefore void, and the court would not enforce the performance of a part of it. Fry, J., however, held that as the defendant had, if his story was true, acted in collusion with the directors of the company to defraud the company, he could not be allowed to set up that fraud for the purpose of making void an agreement which was *ex facie* valid. As he had chosen to enter into a separate legal agreement, the company were entitled to take him at his word and to insist on his performing that agreement. The result might probably be that he could not enforce against the company the agreement to pay him £4,000. Fry, J., also said that specific performance of the agreement to take and pay for the shares might be enforced upon the simple principle that the parties had themselves contemplated the performance of the whole agreement piecemeal. The court might therefore compel a part of it to be performed, and the defence which would be applicable to one part could not be set up against the performance of the other part. His lordship referred to *Wilkinson v. Clements* (20 W. R. 90, L. R. 8 Ch. 96) as an illustration of this principle. A decree was, therefore, made for the specific performance of the agreement to take the 2,000 shares.

DISCOVERY—INSUFFICIENT AFFIDAVIT OF DOCUMENTS—ORDER FOR FURTHER AFFIDAVIT—COSTS.—A motion made before Fry, J., on the 20th inst., illustrated the practical inconvenience of the present arrangements for the conduct of the business in that learned judge's court. The plaintiffs had made an affidavit of documents which the defendant considered insufficient, and he gave notice of motion for an order that the plaintiffs should make a further affidavit. The plaintiffs' solicitors, upon service of the notice, wrote to the defendant's solicitors saying that it was a pity to incur the expense of an application to the court, and that if the defendant's solicitors would say in what respect they considered the affidavit insufficient, or whether there were any other documents which they wished to see, the plaintiffs' solicitors would do their best to comply with their requirements, if proper, and they added, "If you desire a further affidavit made our client will make one, if it is required, if you will let us know on what point it is you require further information." The defendant's solicitors replied, "We are quite as averse as yourselves to incurring unnecessary expense, and we suggest that you consent to an order on our motion. Without mentioning other objections, we are advised that your affidavit does not comply with the forms given in the orders." The plaintiffs' solicitors replied, "It is with a view to rendering unnecessary the costs of the motion that we offered to make a further affidavit, if you would state specifically what it is you require. Will you kindly tell us what the other objections are which you refer to in your letter?" The defendant's solicitors answered, "It is clear that an order must be made.

Without such an order we could not enforce our client's right to production. We regret much that the course we have to pursue is attended with expense, but it is not in our power to avoid such a consequence. We do not feel called upon to state our client's case more fully than we have done." The plaintiffs' solicitors replied, "We are sorry you will not state specifically what your objections are to our clients' affidavit of documents, because if you did so any further proceedings on your motion might be rendered unnecessary by our complying with your requirements, assuming they were proper ones, without drawing up any order." This closed the correspondence. The motion came on to be heard on the 20th inst., and the plaintiffs' counsel at once admitted that the affidavit was insufficient, but he contended that the plaintiffs ought not to be ordered to pay the costs of the motion. If the action had remained attached to the judge before whom it was originally set down, the irregularity in the affidavit could have been cured by an application in chambers at an expense of 13s. 4d., whereas the motion in court would involve costs to the amount of £10 at least. The plaintiffs had done all they could to save this expense, and with this view had asked the defendants to any what they wanted. If the motion came before the court the defendants would have to satisfy the court that the affidavit was insufficient by showing in what respects it was so. Why, then, should they not have pointed out the matters in which they said it was insufficient before the case came into court, when the plaintiffs were willing to comply with their requirements? The costs of the motion ought, under the circumstances, to be made costs in the action. Fry, J., said that the plaintiffs were, as it was admitted, in the wrong, and he could see no reason why they should not pay the costs of the motion. He regretted that, in consequence of the constitution of the court, it was necessary that the plaintiffs should come to himself in court instead of making the application to a chief clerk in chambers. But the constitution of the court could not alter the rights of the parties. The correspondence was of a singular nature. The plaintiffs' solicitors were entirely wrong in asking the defendants' solicitors to point out the insufficiency of the affidavit, and the usual order for a further affidavit must be made, with costs to be paid by the plaintiffs.

ONE YEAR OF THE OFFICIAL REFEREES.

MR. WADDY has obtained for the House of Commons a return on the subject of the work done by the four official referees, the amount recovered on references before them, and the sum paid in fees for the benefit of their respective services between the 1st of April, 1876, and the 1st of April, 1877. Mr. Anderson would seem to have worked harder than either of his colleagues, since he sat for 285 hours, and wholly or partly disposed of nine references during the year. The total amount recovered in these references was £2,069 12s. 1d., and Mr. Anderson earned the sum of £299 5s. for the country for his services. Mr. Roupell was engaged for 273 hours and disposed of nine cases (exclusive of five others, which were withdrawn or compromised), in which £2,436 5s. 1d. was recovered, the fees in respect of his services amounting altogether to £252. Mr. Dowdeswell's official services extended over 266 hours, and he wholly disposed of sixteen references (there having been two others still pending on the 1st of April last), the fees for which amounted to £269 8s., the total amount recovered being £5,313 2s. 6d. Mr. Verey does not seem to have had a very laborious year, having sat for only eighty hours, during which period he fully heard eleven cases, and partly disposed of a twelfth, the awarded sums amounting to £7,144 4s., but his services only produced £81 18s. The pecuniary results of the system of official referees have so far not proved very encouraging. In return for a total expenditure of £6,000 in salaries, the four holders of the office have been engaged for an aggregate period of only 904 hours during the year, while of the above outlay only £903 3s. was recovered in fees, leaving a deficiency of £5,096 17s., plus the salaries of the four clerks. Unless the referred business should very much increase, it would appear that two referees could without much difficulty transact more business than is now distributed among the four officers.

COUNTER-CLAIM.

AN instructive discussion of the vexed subject of counter-claims against co-defendants took place before Vice-Chancellor Hall on June 7, 9, upon two motions in an action of *Harris v. Gamble*. Three defendants were sued, viz., Gamble, the Real Property Trust, and Beal; and the case set up was shortly this:—Gamble, in October, 1876, agreed to purchase a farming estate from the plaintiffs for £24,000, £2,400 to be paid, and possession to be taken at once; the purchase to be completed by the 7th of March, 1877. He paid the deposit, took possession, and accepted the title, but refused to complete. He appeared to have borrowed the £2,400 from the Real Property Trust, and by way of security assigned to Beal, as a trustee for that company, his interest in the contract. Beal had, as such trustee, taken possession, carried on the farm, and sold stock. The Trust and Beal refused to give up possession, and the Trust claimed a lien on the property. The plaintiff claimed specific performance, a lien for the unpaid purchase-money, payment by the defendants or some of them, otherwise delivery of possession and payment of an occupation rent by the Trust and Beal, and other relief. Beal delivered a pleading intitled a statement of defence and counter-claim, making the Trust sole defendant to his counter-claim. He alleged that he, as agent of the Trust, negotiated the loan to Gamble, and valued the stock on their behalf; that at the request of the Trust he accepted two bills of exchange for the amount of the debt, which were drawn by Gamble and given by him to the Trust as collateral security; the principal security being an instrument by which Gamble assigned to Beal the contract and the property comprised therein upon trust that Beal should take possession on behalf of the Trust and sell, and, until sale, work the property, and hold the proceeds of sale on trust to repay to the Trust their advances to Gamble on account of the contract and in working. Beal had taken possession and managed the farm and had incurred expenses in the management. His claim was that the Trust should pay him his charge for valuing the stock, and his expenses of management, and indemnify him in respect of his acceptances, and against any sums which the plaintiff might recover against him in the action.

The Trust and the plaintiffs in the action made separate motions to strike out this counter-claim under ord. 22, r. 9, and ord. 27, r. 1. They suggested that the counter-claim was wrong in form, the plaintiffs not being parties to it, and also embraced matter unconnected with the original action, and, as to the indemnity, sought relief which could not be worked out in the action. It was argued, on the other side, that the matter of the counter-claim would have been properly stated in an answer, and was relevant, in the event of specific performance, to the question of the form of the conveyance. The Vice-Chancellor, accepting the view that the counter-claim was wrong in form, intimated that it appeared to show facts which would furnish a substantial case for relief against all the parties to the original action, viz., a case for claiming that the conveyance should be made to Beal, and a case for a primary lien upon the specific property the subject-matter of the original action. His lordship therefore gave leave to the defendant to deliver an amended counter-claim, to which the plaintiff and Gamble should be parties, claiming, if specific performance were decreed, to have the conveyance made to himself to secure him in respect of any money due to him from the Trust, or liability incurred on their behalf, and claiming a lien in priority to the plaintiff for his expenditure on the property, and omitting any matter which did not relate to the specific property in question.

It was stated in the course of the argument that the facts in *Warner v. Thwing* (24 W. R. 536) were shortly these:—A. & B., the owners of adjoining estates, covenanted with one another to pay equal moieties of the expense of maintaining a shore road for the benefit of the two estates. C. purchased B.'s estate, taking covenants for title. A. afterwards repaired the road, and brought the action against the executors of B. (who had died), and against C., to recover contribution under the covenant. C. proposed to deliver a counter-claim against B.'s executors, seeking to be indemnified by them in respect of the plaintiff's claim under their testator's covenants for title; and this was the

counter-claim which was held by the Master of the Rolls to be unsustainable. The case of *Sheppard v. Beane* (24 W. R. 363, L. R. 2 Ch. D. 223) was relied upon in the present case, but the Vice-Chancellor, after observing in the course of the argument that nothing had been properly brought before the court for decision in that case, remarked, at the end of the discussion, that the case ought never to be mentioned again as an authority.

Obituary.

LORD JUSTICE MELLISH.

The Right Hon. Sir George Mellish, D.C.L., Lord Justice of Appeal, died at his residence, 33, Lowndes-square, on the 15th inst., in his sixty-third year. The deceased judge was the second son of the Very Rev. Edward Mellish, sometime Dean of Hereford, and was born in 1814. He was educated at Eton, and was formerly scholar of University College, Oxford, where he graduated second class in classics in 1836, the late Vice-Chancellor Wickens being placed in the first class in the same list. After about eight years' practice as a special pleader he was called to the bar in Trinity Term, 1848, and selected the Northern Circuit. His reputation as a sound and accomplished lawyer soon brought him business, both on circuit and in London, especially in mercantile cases. In 1861 he obtained a silk gown, and was thenceforth extensively engaged in commercial actions, and cases involving difficult or abstruse questions of law. After a few years of leading business he abandoned his circuit, and confined himself to London business, being frequently retained to argue special cases or demurrers, and on many occasions appearing in the Court of Chancery or before the Privy Council. The promotion of Chief Justice Bovill and Mr. Justice Lush left him without a rival in the highest class of business. His arguments were concisely put before the court, and clearly and logically reasoned. Among the important cases in which he was engaged were *The Mersey Dock Trustees v. Gibbs*, *The Alexandra case*, and *Oakes v. Turquand*. Mr. Mellish never aspired to an extensive leading practice at *Nisi Prius*, being physically unequal to the strain of addressing juries; but he was engaged for one of the defendants in the celebrated Overend, Gurney, & Co. prosecution, and his speech to the jury on that occasion showed that, with stronger health, he might have obtained a reputation for oratory almost equal to his fame as a lawyer. On several occasions he declined a *quærens* judgeship, not feeling able to encounter the labours of the circuit. In 1870, on the death of Sir George Giffard, he was selected by Lord Hatherley for the office of Lord Justice of Appeal, and was thereupon knighted and sworn in a member of the Privy Council. The appointment of a common law practitioner as a member of the Court of Appeal in Chancery was a novel experiment, but the appointment was highly approved in the profession. The Lord Justice had been for many years subject to attacks of gout, which often kept him from his duties for several weeks together, and his sufferings were at times very severe. He sat in court for the last time during last Easter Term. The deceased was a bencher of the Inner Temple, an honorary D.C.L. of the University of Oxford, and an honorary Fellow of University College. On Saturday last, on taking his seat in the Court of Appeal, Lord Justice James, addressing Mr. Glasse, the senior Queen's Counsel in court, said:—"Mr. Glasse, we have to deplore the loss of our very dear colleague, the Lord Justice Mellish. We had hoped against hope that he would rally, as he had so often rallied, but the last long and painful attack has been too much for his shattered frame. What he was at the bar and on the bench is known to the profession and to the suitors, and will long be remembered; but to no man was his judicial character so well known as it was to me, who for so many years had the inestimable advantage and privilege of sitting by his side in the old Court of Appeal, working with him during all that time in the most unreserved intimacy and confidence. During that time I have seen him sitting by my side writhing under the painful disease by which

he had been racked from his early youth, and subduing a pain, to which any other man would have succumbed, through his strong will and his resolute determination to do his duty; and in doing it he has continued to apply his powerful and clear intellect and the unrivalled resources and stores of his legal learning to ascertain the truth, to maintain the law, and to do right and justice to all manner of men, which was the single-minded object of a judicial life as free from vanity and caprice as it was from prejudice, passion, or partiality. With it all there was that marvellous sweetness of temper which was never disturbed or altered. Day by day I learned to look upon him more and more with an admiration which was only equalled by the love with which he inspired me, and the regret with which I now pay this truthful tribute to a very great and a very good judge." Mr. Glasse, Q.C., then said:—"My lords, on my own behalf and on behalf of the bar, perhaps you will allow me to address a few words. We desire to express our very great regret at the loss which we, as well as the public, have sustained, of a judge whose learning we admired, whose great courage in bearing intense suffering we have witnessed with the highest respect, and of whom I am not saying too much when I say that the bar will always entertain the most affectionate remembrance of him." The court immediately adjourned. The court was densely crowded, and all the members of the bar remained standing while Lord Justice James and Mr. Glasse were speaking. On Tuesday at Westminster the Lord Chancellor paid the following tribute to the memory of the Lord Justice Mellish. He said: It is impossible that we can take seats in this Division of the Court of Appeal, of which the late Lord Justice Mellish has so often formed a part, without referring to the great loss the public, the profession of the law, and his colleagues, sustained by the death of that most eminent judge. The public and the profession recognized and admired in him learning which was rarely equalled; a faculty of reasoning which had no imperfection; a perception of legal principles which amounted to an instinct. But above and beyond all these his colleagues saw and loved a temper which could not be ruffled; a candour of judgment which was undimmed by any warp or prejudice; a power and spirit of exertion which triumphed over that which was almost the agony of physical suffering. Such a judge it is difficult to replace; such a man it is impossible to forget.

MR. THOMAS WILKINSON.

Mr. Thomas Wilkinson, one of the oldest solicitors in Kent, died at his residence at Canterbury, on the 8th inst. Mr. Wilkinson was born in 1797, and was admitted a solicitor in 1833, and carried on a large private practice. He was a commissioner to administer oaths in the Supreme Court of Judicature, and a perpetual commissioner for Kent. He took an active interest in all local and municipal affairs, and was for many years connected with the town council. He served the office of sheriff of Canterbury in 1842, and was mayor of the city for the year 1848-9. Mr. Wilkinson had been for many years a leading member of the Liberal party in the county and city, and his judgment was highly valued by his political friends. He was one of the founders of the Canterbury Philosophical Institution, and also took a warm interest in the affairs of the city museum, where he delivered several lectures. He had been for a long time in failing health, and had withdrawn to a very great extent from professional life.

Mr. William Fothergill Robinson, Q.C., Mr. Lewis William Cave, Q.C., and Mr. John William Mellor, Q.C., have been elected Benchers of the Inner Temple.

A correspondent, referring to our obituary of Mr. Wason in our last issue, informs us that Mr. Jas. Wason, jun., solicitor, is not a son of the deceased, but second cousin. Mr. Wason left no family.

The Earl of Aberdeen has agreed to accept the office of President of the forthcoming Social Science Congress, to be held in Aberdeen, and Lord Young, one of the judges of the Court of Session, has consented to preside over the Education Department of the meeting.

Societies.

LAW STUDENTS' DEBATING SOCIETY.

At a meeting of this society held at the Law Institution on Tuesday, the 12th of June, 1877, a paper was read by Mr. A. Fell, B.A., upon "The Conduct of Business at the Common Law Chambers." The following resolutions were passed by the society:—1. That the conduct of business at common law chambers is unsatisfactory both to suitors and to solicitors. 2. That immediate steps should be taken to obtain the revision of the rules which regulate such conduct of business. 3. That a copy of these resolutions be sent to each of her Majesty's judges, and to the Council of the Incorporated Law Society, with the following suggestion:—(a) That summonses for time and particulars should be heard by the senior chamber clerks. (b) That other summonses should be returnable one clear day from date at different times of the day. (c) That all summonses, except for time and particulars, be heard in the first instance before the masters. (d) That a list should be prepared each day and the summonses entered in it in the order in which they are issued. The list for next day to be posted up each evening at chambers, and the order of the list to be strictly observed. (e) That the discretion given to the masters by the Judicature Acts as to the fees to be allowed for attendance should be exercised as in the Chancery Division, and the fees marked on the summonses at the time of the hearing in every case.

UNITED LAW STUDENTS' SOCIETY.

A meeting of this society was held at the Law Institution, Chancery-lane, on Monday, the 11th inst., Mr. W. Dowson in the chair. Mr. E. Dean, LL.B., opened the subject for discussion, viz., "A. promises to marry B. on the death of his (A.'s) father. During his father's lifetime he marries another woman, but his wife dies before his father. B., after the death of A.'s wife, sues him for breach of his promise, evidenced by his absolute refusal as implied by his first marriage. A. is before action ready and willing to marry B. Can B. recover?" Mr. Dean was followed by Messrs. Hickson, Eiloart, Rubinstein, Havergal, and Milne; while Messrs. Steele, Moyle, and Gidney took the negative view of the question. After a debate, the chairman summed up, and on the question being put to the meeting it was carried in the affirmative by a majority of one. Another meeting of this society was held at Clement's-inn Hall on Wednesday, the 13th inst., Mr. E. Dean, LL.B., in the chair. The secretary announced that, at the last final examination of the Incorporated Law Society, two members had highly distinguished themselves, viz., Mr. Alfred Whitehouse, who was awarded the "Clifford's-inn" Prize, and Mr. T. Eustace Smith, who obtained a certificate of merit. Mr. W. Bagot Harte opened the subject for the evening's debate, viz., "That Marshal MacMahon has, by his recent action, forfeited all claim to the confidence of the French people." Mr. D.A. B. Collyer, B.A., and Mr. C. Kains Jackson opposed the motion, and were followed by Messrs. Cobbett and Ward. Messrs. Rubinstein, Willcox, and Shirley supported the motion. On a division the motion was lost by a majority of one.

At another meeting of this society, held at Clement's-inn Hall, Strand, on Wednesday, the 20th inst. Mr. P. Thornton was in the chair. Thirty-five members were present. The secretary read letters which he had received from Mr. G. B. Gregory, M.P., Mr. C. E. Lewis, M.P., and Mr. E. W. Williamson, on the subject of clause 12 of the Solicitors' Examination Bill now before Parliament. Mr. W. C. Owen opened the subject for the evening's debate, viz., "That the State Church should be disestablished and disendowed." He was followed by Messrs. Hilliard, Shirley, and Dowson. Mr. W. Simpson defended the Established Church, in which he was supported by Messrs. T. Eustace Smith, Parnell, and Harte. The debate continued until a late hour, and many members being thereby prevented from addressing the meeting, it was resolved, on the motion of Mr. Ward, to adjourn the discussion until the 23rd of July.

NOTTINGHAM INCORPORATED LAW SOCIETY.

On Monday afternoon, a meeting of the Incorporated Law Society was held in the Grand Jury Room at the Town Hall for the purpose of presenting the prize of books given by the society to Nottinghamshire articled clerks obtaining honorary distinction at the final examination to Mr. A. T. Metcalfe, of East Retford, who was placed in the honour list at the final examination, Michaelmas Sittings, 1876. There were present:—Mr. Wing (vice-president of the society) in the chair, Mr. R. E. Enfield, Mr. S. G. Johnson (town clerk), Mr. William Brown, Mr. Harry Wyles, Mr. Metcalfe (the successful candidate), and a few others.

The CHAIRMAN said it would be in the recollection of members of the council that a resolution had been passed to present a prize of books to students who had obtained honorary distinction at the examination of the Incorporated Law Society. The first of these prizes was to be given to Mr. Metcalfe. A little delay had arisen in consequence of the society desiring to adhere strictly to the terms of their resolution, but that had now been rectified, and would never occur again. The chairman then called upon Mr. Enfield to make the presentation.

Mr. ENFIELD said he had great pleasure in responding to the call made upon him, and expressed his regret at the absence of the president of the society on the Continent. The presentation of these books represented the acquisition of accurate legal knowledge, and that Mr. Metcalfe had gained his honours for hard and well-applied work. His (Mr. Enfield's) experience taught him that in the legal profession, and especially in the case of a country solicitor, every kind of knowledge was useful. In the course of a week's practice he might have to advise on matters agricultural, mechanical, financial, or mercantile, on correspondence in a foreign language, on the effect of words, which nothing but a thorough critical knowledge of the English language would enable him to put a proper interpretation upon. Such humble knowledge as that of accounts and the power of ready calculation were most important to a solicitor. He (Mr. Enfield) had heard it said that no solicitor understood accounts, but if that were true in the old days he trusted that it would not be found to be the case with those who were now rising up in the profession. But if such general knowledge as he had referred to was valuable, how much more valuable must be that sort of accurate legal knowledge which Mr. Metcalfe had succeeded in acquiring, and which it was to be hoped all the law students of Nottingham were now striving to gain. He hoped that some day they would see many of them—costly though it might be to the society—assemble here to reap the reward of their present labours. He would, however, have young law students remember that it was not the storing of their minds full of cases that would be of value to them, but what they wanted to do was to store their minds full of principles, and to understand and carry away carefully the true principle of each decision. Then when they came in their own practice to deal with the infinite variety of cases which came into their hands, very often mixed up with circumstances that had very little to do with the real issue, they would be able to trace down to the foundation the principle that must guide their advice. There was another reason why it was incumbent on every one who dared to undertake the responsibility of a solicitor's position to feel that his knowledge was thorough and sound, and it was this: If a man knew little, and that only uncertainly, he seldom had the courage to tell his client, "I don't understand this subject." But when a man felt that such knowledge as he possessed was thorough, he felt no hesitation in saying when the proper time arrived, "This is a point of difficulty on which I cannot and will not advise you; we must go to another source for the advice that you want." Some courage was wanted, however, in a young man to say that. They should never forget the great trust placed in the profession, and the great power that was put into their hands. He had often been almost frightened to see the implicit trust that people placed in their solicitors. There was a time when the profession did not stand as it now does. There was an old story of a gentleman who asked, "Who is that gentleman who has just left the room?" and the reply was, "I don't like to speak ill of a man behind his back, but

he is an attorney." That did not, he hoped, represent the present position of the profession at all, which was rather conveyed by the description of a shrewd writer that there was no trust so implicit as the trust which an ordinary country gentleman placed in his family solicitor. That trust was nowadays not at all confined to country gentlemen. It was to be seen continually, and it was for the profession to answer to that high trust reposed in them, by discharging their duties in a high and conscientious manner. This was only to be done by sinking their own personal interests and by making their clients' interests everything, by fighting the clients' battles, so long as they were in the right, by every fair means, and by daring to tell them when they were in the wrong. These were the principles which, according to his way of thinking, should be adopted by rising law students, and should guide them in their practice, and he trusted that they would be the principles of Mr. Metcalfe when that gentleman entered into practice. In conclusion, Mr. Enfield said: I beg now with very great pleasure to present to him the prize of books which lies upon the table. I feel obliged to him for coming from a distance to throw this sort of public challenge before the law students of Nottingham. He has set up an object of ambition for them to aim at, and I hope the town of East Retford will not carry off all the honours that this council has the opportunity of bestowing. I have great pleasure now in presenting these books to Mr. Metcalfe, and I am sure you will all join with me in wishing that the career which he has so well begun will be followed up by a successful, happy, and honourable professional career.

Mr. METCALFE made a suitable response, in the course of which he alluded to his own career as an example of what was to be achieved by perseverance.

The public portion of the meeting then ended.

Appointments, &c.

Mr. SAMUEL FORWARD, solicitor, of Chard, has been elected Clerk to the Chard Parish School Board. Mr. Forward was admitted a solicitor in 1856, and is in partnership with Mr. Walter James Tucker, the town clerk of Chard, and clerk to the borough School Board.

Mr. CHARLES JOHN HERRIES, barrister, C.B., has been appointed Chairman of the Board of Commissioners of Inland Revenue, in succession to Sir William Stephenson, resigned. Mr. Herries is the son of the Right Hon. John Charles Herries, M.P., who was successively President of the Board of Control and Chancellor of the Exchequer. He was born in 1815, and was educated at Eton, and at Trinity College, Cambridge, where he graduated in 1837 as a junior optime, and in the second class of the classical tripos. He was called to the bar at the Inner Temple in Michaelmas Term, 1840, and has been for many years Vice-Chairman of the Board of Commissioners of Inland Revenue. Mr. Herries was created a Civil Companion of the Order of the Bath in 1871.

Mr. WILLIAM PACKWOOD, solicitor, of Rotherham and Sheffield, has been elected Town Clerk of Hove, Brighton, and Solicitor to the Improvement Commissioners for that district, in succession to Mr. Charles Alfred Woolley, of Brighton, who has resigned. Mr. Packwood was admitted a solicitor in 1867, and has been for nearly the last two years in partnership with Mr. William Whitfield, the town clerk of Rotherham.

Mr. JAMES COCKBURN PINNIGER, solicitor, of Newbury, has been appointed Registrar of the Newbury County Court, in the place of Mr. Charles Blount, resigned. Mr. Pinniger was admitted a solicitor in 1855, and is also clerk of the peace for the borough of Newbury, clerk to the Bradfield Board of Guardians, superintendent-registrar, and coroner for the Newbury Division of Berkshire.

Mr. HENRY JAMES STONOR, judge of county courts for circuit No. 45, has been appointed Judge of County Courts for Circuit No. 46 (Southwark), in succession to Mr. Charles Shapland Whitmore, Q.C., deceased. Mr. Stonor is the son of Lieutenant-Colonel Charles Stonor, and grandson of Mr. Charles Butler, Q.C., the celebrated conveyancer, and author of the Notes to Coke upon Little-

ton, and was born in 1820. He was called to the bar at the Middle Temple in Michaelmas Term, 1842, and formerly practised as an equity draftsman and conveyancer. He was appointed chief commissioner of the West Indian Incumbered Estates Court in 1855, and judge of county courts for the circuit No. 45, in Surrey and Berks, in February, 1865.

Mr. WILLIAM STURT, solicitor, of 14, Ironmonger-lane, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature in England.

Courts.

COUNTY COURTS.

SOUTHWARK.

(Before G. SILLS, Esq., Deputy-Judge.)

London and Brighton Railway Company v. Johnston Watson.

This was an action brought by the London and Brighton Railway Company under their 1st bye-law for the amount of the fare between Croydon and Norwood Junction.

The defendant having no time to take a ticket entered the train at Norwood Junction and travelled to Lower Norwood.

Upon leaving the train at Lower Norwood the defendant tendered the fare from Norwood Junction—the distance he had travelled—but the company's servants at that station refused to accept the fare, and demanded the fare from Croydon under their 1st bye-law.

This bye-law runs as follows:—"No passenger will be allowed to enter any carriage used on the railway, or to travel therein upon the railway, unless furnished by the company with a ticket specifying the class of carriage and the stations for conveyance between which such ticket is issued. Every passenger shall show and deliver up his ticket (whether a contract or season ticket or otherwise) to any duly authorized servant of the company whenever required to do so for any purpose. Any passenger travelling without a ticket or failing or refusing to show or deliver up his ticket as aforesaid shall be required to pay the fare from the station whence the train originally started to the end of his journey."

The defendant contended that the court had no jurisdiction, the increased fare being in the nature of a penalty, and, as such, only recoverable in cases of fraud. He also submitted that the bye-law was unreasonable, and cited *Hodges on Railways*, 6th ed. p. 555, and *Dearden v. Townsend*, L. R. 1 Q. B. 10.

Brewer appeared for the company, and the defendant conducted his own case.

His HONOUR, after having taken time to consider, held the bye-law unreasonable, and, after stating the facts, said:—In support of their claim the plaintiffs rely upon their 1st bye-law. Two objections were raised to the plaintiffs' right to recover—first, that the court had no jurisdiction to entertain the claim; but I am of opinion that that objection fails, this being, in fact, an action for the price of a railway fare, and not a claim for a penalty. Indeed, it was admitted throughout the case that the defendant's conduct was *bona fide*, and that a claim for a penalty could not be enforced. Secondly, that the 1st bye-law is unreasonable and invalid. I can well believe that some bye-law is necessary for the protection of the company, and it cannot be expected that they should take evidence in each particular case as to the station where a passenger, travelling without a ticket, got in; but I am of opinion that such a bye-law being intended to meet the cases of persons travelling without tickets *bona fide* must be so restricted as to only operate for the protection of the company, without any of the penalties which are imposed as a protection against fraud. This bye-law has, however, gone far beyond that. All that is necessary to protect the company is that the fare should be paid from the last station where tickets are examined, while the bye-law makes it payable from the terminus of the journey. It is true that in this particular case the tickets are not examined between New Croydon and Lower Norwood, and, for all I know, they are not examined at all on the plaintiffs' railway. These elements of consideration are, however, immaterial, for the company may at any time change their

position and examine the tickets at particular stations, even if they do not now, and the bye-law must be reasonable, if at all, at all times and to all persons travelling. Instances might be given of the unreasonableness of the bye-law as it at present stands. Assume that a passenger got in at Polegate and travelled without a ticket to Eastbourne. Under the bye-law he would have to pay the full fare all the way from Victoria, although the company may have examined the tickets at Lewes, about six miles previously, and may know perfectly well that he did not travel on their line farther than that station. More extreme instances might be given on other railways. A passenger from Willerden to Euston-square might be charged all the way from Scotland although the company might have examined the tickets at Harrow, Bletchley, and Rugby, and at other stations throughout the journey. I, therefore, hold the bye-law unreasonable.

BARNLEY.

(Before Serjeant TINDAL ATKINSON, Judge.)

June 14.—*Emma Faucett v. Frith and Broadhead.*

Jurisdiction of county courts to entertain claim for allowance under rules of society—Operation of Trade Union Act (34 & 35 Vict. c. 31).

HIS HONOUR, in delivering judgment in this case, said—The plaintiff, who is the widow of a deceased member of the association, claims in her particulars the sum of £3 12s., for eight weeks' allowance due to her and her four children, being at the rate of 5s. a week as such widow, namely, from the 1st of December, 1876, to the 25th of May, 1877, and 1s. a week for each of the four children during the same period. By the 19th rule of the association it is ordered "that there shall be in connection with this association separate funds known as 'the General Fund,' 'Accident and Sick Fund,' and 'Widows and Orphans' Fund,'" all of which must be governed by the Council District Committee and Lodge Committee, in accordance with the prescribed rules. By the 22nd rule the Widows and Orphans' Fund is to be for the support of the widows and children of members who may lose their lives while following their employment. In addition to the general rules, there is published with them for the convenience of the members additional rules for the guidance of this particular fund. By these rules it is ordered "that the Widows and Orphans' Fund be separate, distinct, and entirely apart from any other fund connected with the association." Provision is made when the fund is so reduced as to be inadequate to meet the full weekly allowances, and the general fund shall have £10,000 in hand; then, in that case, subject to the approval of the lodges, there shall be made weekly or fortnightly from the district fund grants to the Widows and Orphans' Fund to the extent of £500. The plaintiff's husband had for seven years subscribed to this fund. He was killed while working at his employment, and under the 6th additional rule the plaintiff under such circumstances became entitled to 5s. a week, and 1s. a week for each of her children under twelve years of age; and by the 10th rule this allowance in her case is for life, and that to the children is to be continued until they severally attain the age of twelve years. At the hearing, Mr. Clegg, jun., the defendants' advocate, in answer to the plaintiff's case, stated that the funds, which in conformity with the rules had been set apart to meet claims similar to the present, had been partly applied to the purchase of a colliery, and further expended in the erection of a hall for the use of the members of the association; that there were therefore no funds in hand to meet these claims; and that even if this had not been so, the present claim was not enforceable in law. With regard to the application of the fund to other purposes than those expressly provided for by the rules, it is clear that such a manifestly direct contravention of them would have afforded no answer. The real question in this case is raised in the proposition that the plaintiff, under the statute relating to trade unions, the 34 & 35 Vict. c. 31, provides no remedy for such a case as this in any court; in fact, that I am forbidden by the statute from entertaining the case. The obligations, duties, and relations of the governing bodies of these societies, as between them and their members, are now, after various fluctuations and changes in the policy of the Legislature with regard to these bodies, regulated by the Trade Union Act of 1871 (34 & 35 Vict. c. 31). The 3rd section enacts that

"the purposes of any trades union shall not, by reason merely that they are in restraint of trade, be deemed to be unlawful so as to render void or voidable any agreement or trust." Had the statute stopped here no difficulty in such a case as the present could have arisen, as I necessarily should have held that the words "agreement or trust" embraced all contracts entered into between the governing body and its members, and a remedy for the breach of such contract could be enforced. But the 4th section, when read with the 9th, by the restrictive meaning it gives to the terms "agreement or trust," confines these words, as far as the power of enforcing them in law is concerned, to "agreements and trusts" which relate solely to the dealings with the property and moneys of the Union. This section enacts that nothing in this Act shall enable any court to entertain any legal proceeding, instituted with the object of directly enforcing or recovering damages for the breach of any agreement for the application of the funds of a trade union to provide benefits to members, and further enacts, by the 5th section, that any registration made by the union under the friendly societies Acts therein named, shall be void. It is clear that the plaintiff in this case is claiming a benefit the subject of an agreement entered into by the association with her deceased husband, and it is equally clear from the words of the statute that I am forbidden to entertain any suit founded upon such an agreement, even although the section itself, which excludes any remedy for the breach of an agreement, declares that nothing in this section shall be deemed to constitute such an agreement unlawful. I am bound, therefore, however reluctantly, in such a case as this, to hold that I have no power to give the plaintiff the relief she asks for. Had the question come before me in another form, namely, whether the plaintiff, as administratrix of her late husband, could recover the moneys paid by him to the association on a consideration which had wholly failed, it would have been worthy of being very carefully looked into whether, seeing that the contract upon which the money was paid was in itself untainted by any illegality, such payments were not recoverable. No amendment of this kind was asked for at the trial, and if it had, I had no power to make it, it being clear that such an action must have been brought in the widow's representative capacity, either as executrix or administratrix, as the facts might be. My decision, therefore, in this case must be to enter a verdict for the defendants, but it must be without costs.

Legislation of the Week.

HOUSE OF LORDS.

June 14.—TRADE MARKS.

The Lord CHANCELLOR introduced a Bill relating to the law of trade-marks.

SETTLED ESTATES.

This Bill was read a third time.

PUBLIC LIBRARIES ACTS (IRELAND) AMENDMENT.

This Bill was read a third time.

PROVISIONAL ORDERS (IRELAND) CONFIRMATION (ARTISANS' AND LABOURERS' DWELLINGS).

This Bill passed through committee.

PROVISIONAL ORDERS (IRELAND) CONFIRMATION (ENNIS, &c.).

This Bill passed through committee.

LOCAL GOVERNMENT BOARD'S PROVISIONAL ORDERS CONFIRMATION (JOINT BOARDS).

This Bill was read a second time.

LOCAL GOVERNMENT BOARD'S PROVISIONAL ORDERS CONFIRMATION (ARTISANS' AND LABOURERS' DWELLINGS).

This Bill was read a second time.

CROWN OFFICE.

This Bill passed through committee.

LOCAL GOVERNMENT PROVISIONAL ORDERS (ALTRINCHAM, &c.).

This Bill passed through committee.

LOCAL GOVERNMENT (GAS) PROVISIONAL ORDERS (PENRITH, &c.).

This Bill passed through committee.

JUNE 18.—CITY OF LONDON IMPROVEMENT PROVISIONAL ORDER CONFIRMATION (GOLDEN-LANE, &c.).

This Bill was read a third time.

METROPOLIS IMPROVEMENT PROVISIONAL ORDERS CONFIRMATION.

This Bill was read a third time.

BURIAL ACTS CONSOLIDATION.

On the order for considering the report of amendments in this Bill, the Archbishop of YORK proposed to insert after clause 4 clauses giving power for the conveyance of a portion of a burial-ground for the widening of roads, and also for the conveyance of a portion of a burial-ground for a mortuary. —After the insertion of some words suggested by the Duke of RICHMOND and GORDON, the clauses, as amended, were agreed to.

The Duke of RICHMOND and GORDON proposed the insertion of a new clause to obviate certain legal difficulties which might arise in cases where persons "seised or entitled in fee, in tail, or for life, or having the beneficial interest in any land or manor," wished to give lands for the making of burial-grounds. —The clause was agreed to.

The Earl of HARROWBY moved the insertion of the following new clause:—"When the relative or friend having charge of the funeral of a person dying in any parish, or having had a right of interment in any parish, shall signify in writing to the incumbent of such parish, or to the curate in charge of the same, that it is his desire that the burial of the said person shall take place without the burial service of the Church of England, the said relative or person shall thereupon be at liberty to inter the deceased with such Christian and orderly religious services at the grave as he may think fit, or without any religious service; provided that all regulations as to the position and making of the grave which would be in force in the case of a person interred with the service of the Church of England shall be in force as to such interment; provided, further, that notice of the time when it is the wish of the relatives or other persons as aforesaid to conduct the said interment shall be given to the incumbent or curate in charge at latest some time the day before. Provided, further, that the said interment shall not take place at the time of, or within half an hour before or after, any service in the church, or of any funeral already appointed in the churchyard. If any person shall in any churchyard use any observance or ceremony, or deliver any address not permitted by this Act, or otherwise by any lawful authority, or be guilty of any disorderly conduct, or conduct calculated to provoke a breach of the peace, or shall under colour of any religious observance or otherwise in any churchyard wilfully endeavour to bring into contempt or obloquy the Christian religion, or the belief or worship of any church or denomination of Christians, or the ministers or any minister of any such church or denomination, he shall be guilty of a misdemeanour." —On a division the clause was carried by 127 to 111.

FISHERIES (OYSTERS, CRABS, AND LOBSTERS).

This Bill was read a second time.

LOCAL GOVERNMENT BOARD'S PROVISIONAL ORDERS CONFIRMATION (BELPER UNION, &c.).

This Bill was read a second time.

OYSTER AND MUSSEL FISHERIES ORDER CONFIRMATION.
This Bill passed through committee.

TRAMWAYS ORDERS CONFIRMATION (BARTON, &c.).
This Bill passed through committee.

PIER AND HARBOUR ORDERS CONFIRMATION (No. 3).
This Bill passed through committee.

REMOVAL OF WRECKES.

The Commons' amendments to this Bill were agreed to.

JUNE 19.—OXFORD AND CAMBRIDGE UNIVERSITIES.
This Bill was brought up from the Commons and read a first time.

QUARTER SESSIONS (BOROUGHES).

This Bill passed through committee and was reported.

BAR EDUCATION AND DISCIPLINE.

This Bill was read a third time.

NORFOLK AND SUFFOLK FISHERIES.

This Bill was read a second time.

FISHERIES (OYSTERS, CRABS, AND LOBSTERS).

This Bill was read a second time.

PIER AND HARBOUR ORDERS CONFIRMATION (No. 3).
This Bill was passed a third time.

HOUSE OF COMMONS.

JUNE 14.—PRISONS.

The House resumed the consideration of this Bill as amended.

Mr. PARNELL moved the insertion of a provision declaring that it shall be unlawful for a gaoler to order any prisoner to be confined in a punishment cell for any term exceeding twenty-four hours. —The amendment was agreed to.

Mr. CROSS moved the insertion of the following words at the beginning of clause 12:—"Whereas it is expedient that the expense of maintaining in prison prisoners who have been convicted of crime should in part be defrayed by their labour during the period of their imprisonment, and that, with a view to defraying such expenses, and also of teaching prisoners modes of gaining honest livelihoods, means should be taken of promoting in prison the exercise of and instruction in useful trades and manufactures, so far as may be consistent with a due regard on the one hand to the maintenance of the penal character of prison discipline, and on the other to the avoidance of undue pressure on or competition with any particular trade or industry, be it enacted that." —The amendment was agreed to.

New paragraphs were, on the motion of Mr. CROSS, inserted in clauses 14 and 18, providing that an offender should not be punished by personal correction except by the order of two justices, and that no compensation should be payable in respect of any prison discontinued within two years after the commencement of the Act, &c.

Some other verbal amendments were made, and several new clauses proposed were negatived.

UNIVERSITIES OF OXFORD AND CAMBRIDGE.

This Bill, as amended, was further considered, and some amendments having been inserted the report was agreed to.

PEERAGE OF IRELAND.

This Bill was withdrawn.

BUILDING SOCIETIES ACT (1874) AMENDMENT.

This Bill was read a second time.

JUNE 18.—UNIVERSITIES OF OXFORD AND CAMBRIDGE.

This Bill was read a third time.

MARRIAGES LEGALIZATION (ST. PETER'S, ALMONDSBURY).
This Bill was read a second time.

JUNE 19.—PRISONS.

This Bill was read a third time.

SUPREME COURT OF JUDICATURE (IRELAND).

The House went into committee on this Bill, but the debate stood adjourned.

MARRIAGES LEGALIZATION (ST. PETER'S, ALMONDSBURY).

This Bill passed through committee.

JUNE 20.—LOCOMOTIVES ON COMMON ROADS.

Mr. CHAPLIN moved the second reading of this Bill, but the Bill was withdrawn.

AGRICULTURAL HOLDINGS (IRELAND).

This Bill was withdrawn.

LANDLORD AND TENANT (IRELAND) ACT, 1870, AMENDMENT.

Mr. S. CRAWFORD moved the second reading of this Bill, but the debate was adjourned.

ELEMENTARY EDUCATION PROVISIONAL ORDER CONFIRMATION (LONDON).

This Bill passed through committee.

GAS AND WATER ORDERS CONFIRMATION (BROXTON).
This Bill passed through committee.

TURNPIKE ACTS CONTINUANCE.

Mr. SALT introduced a Bill to continue certain Turnpike Acts in Great Britain and to repeal certain other Turnpike Acts, and for other purposes connected therewith.

Lord Coleridge received the honorary degree of D.C.L. at the Oxford Commemoration on the 16th inst.

MR. STONOR AND THE READING SOLICITORS.

At the Reading County Court on Wednesday a general feeling of regret was expressed at the removal of Mr. H. J. Stonor, the judge, from that circuit to his new post of judge at the Southwark Court. Mr. ROLLAND, on behalf of the bar, addressing the learned judge, expressed the regret of himself and his colleagues.

Mr. J. T. DODD, as the senior solicitor practising in the court, on behalf of the solicitors of Reading tendered their respectful farewell to the judge. He said: I can assure you, sir, that my first feeling on hearing of the change of appointment was the feeling of regret. All whom I met and mentioned the subject to expressed the one feeling, "I am sorry that we are going to lose our judge." That feeling is real, and is shared by all in court. During the many years, sir, that I have had the privilege of appearing before you, there has not been one single occasion in which there has been anything like unpleasantness between the bench and the advocate, and I may say the same of all my friends who have practised here. We know, sir, that you will carry with you the kindly remembrances of those gentlemen who have practised before you, and I will say in conclusion that it is our sincere wish that you should enjoy long life, health, happiness, and increased comfort in your new sphere, and with all possible esteem we wish you a respectful farewell.

The JUDGE, who spoke with emotion, replied: I am extremely obliged to you for the very kind manner in which you have wished me farewell. I will not say that I am altogether surprised at it, because I have had the experience of your kindness for twelve years, during which, as Mr. Dodd has truly said, not a shade of unpleasantness ever occurred between us. I will, however, farther say that, by giving me such a farewell as you now have, you have almost overpowered me. I feel indeed deeply the obligations I am under to you on this and on the many occasions on which I have had the assistance of the advocates in both branches of the profession who attend the court, and without which I should never have been able to have given the satisfaction which I am rejoiced to think I have afforded. I must also advert to the able assistance I have received from the officials of the court, amongst whom I must specially mention the registrar, Mr. Collins, and another highly respected official now no more, the late Mr. Hanslow. In filling up the vacancy caused by that gentleman's death I have been enabled, with Mr. Collins' hearty concurrence, to preserve the full efficiency of the court by appointing a worthy successor to the office of high bailiff. I have also to express my thanks to many others who have attended, neither professionally nor officially, this court, in which I have received invariably the kindest respect and attention, and it only remains for me to express my hearty wishes for the welfare and prosperity of all.

Court Papers.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	COURT OF APPEAL.	MASTER OF THE ROLLS.	V. C. MALINS.
Monday, June 25	Mr. Clowes	Mr. Leach	Mr. Holdship
Tuesday	Koe	Latham	Teesdale
Wednesday ..	Clowes	Leach	Holdship
Thursday	Koe	Latham	Teesdale
Friday	23 Clowes	Latham	Holdship
Saturday	30 Koe	Leach	Teesdale
	V. C. BACON.	V. C. HALL.	Mr. Justice FAY.
Monday, June 25	Mr. Milne	Mr. Pemberton	Mr. King
Tuesday	Merivale	Ward	Farrer
Wednesday ..	27 Milne	Pemberton	King
Thursday	28 Merivale	Ward	Farrer
Friday	29 Milne	Pemberton	King
Saturday	30 Merivale	Ward	Farrer

HIGH COURT OF JUSTICE.

LONDON.—TRINITY SITTING, 1877.

This list contains all actions entered in Queen's Bench, Common Pleas, and Exchequer Divisions, in which notice of trial has been given; and also all actions in the Chancery Division, in which notice has been given of trial before a judge and jury, up to and including the 20th of June, 1877.

LIST OF ACTIONS FOR TRIAL.

- Ex 1 Craig (Dobinson, G, & Son) v Oliver (Byre & Co) SJ
 Ex 2 North Kent Bank, limd (Newman, S, & H) v Pook (W E Barron) SJ
 Ex 3 Waddell & anr (Lewis and Lewis) v Manero (Spyer & Son) SJ
 Q B 4 Ranken & ors (Hollams, Son, & C) v The Royal Mail Steam Packet Co (Wilson, B, & C) SJ
 Ex 5 Hutley (E Woodard) v Harvey (E Doyle)
 C P 6 Broicher & ors (W A Crump & Son) v Borradaile, Schiller, & Co (Lawford & W) SJ
 C P 7 Leather, Matthews, & Co (Lowless & Co) v Siebe, West, & Co (W S Fox)
 Q B 8 Potter, Wilson, & Co (Hollams, Son, & C) v The Home & Colonial Insurance Co, limd (Flux & Co) SJ
 Q B 9 Same (Same) v The Archangel Marine Assurance Co, limd (Freshfields & W) SJ
 Q B 10 Same (Same) v Reiss (Same) SJ
 Q B 11 Same (Same) v Silva (Same) SJ
 Q B 12 Jones & ors (Ingledew, I, & G) v Dowling (W Evans & C)
 C P 13 The Chartered Mercantile Bank of India, London, and China (Waltons, B, & W) v The Netherlands India Steam Navigation Co, limd (Lovell & Co) SJ
 Q B 14 Ledger & Marriage (E Woodard) v The Fishmongers' Co (C O Humphreys) SJ
 C P 15 Commins & ors (Roberts & B) v Latham & anr (H Woodward) SJ
 C P 16 Same (Same) v Cotton & anr (May, S, & B) S J
 C P 17 Sobernheim & Co (C M Elborough) v Mansfeld & Co (W A Crump & Son)
 C P 18 The Positive Government Security Life Assurance Co, limd (Tucker, New, & Co) v Parnell (Chapman & Lee)
 C P 19 Keighley (G W Keighley) v Shirreff (Morley & S) SJ
 C P 20 Gething (Same) v Same (Same) SJ
 Q B 21 Walker (F Bradley) v The Ennis & West Clare Ry Co (W T Manning)
 Ex 22 Daly (Halse, T, & Co) v Overbury (A Wells) SJ
 Q B 23 Barff & Co (Hollams, Son, & C) v The London Steam Ship Co, limd (Stibbard & C) SJ
 Q B 24 Pickup (Same) v Steven & anr (Waltons, B, & W) SJ
 Q B 25 Fowler (Stibbard & C) v Knoop (W A Crump & Son) SJ
 C P 26 English (Clarks, R, & C) v Lister, Baumann, & Co (Gold & Son) SJ
 C P 27 Wyneken & anr (W A Crump, & Son) v Schwaben (Freeman & B) SJ
 Ex 28 Pontifex & anr (Learoyd, L, & P) v Hunt (J A Farnfield)
 Q B 29 Byng (G T Powell) v Howe (Lewis & Whitstead)
 Q B 30 Schomburgh & Co (Flux & Co) v Zeebeek (R C Sydney) SJ
 Q B 31 L Jacobs, Marcus, & Co (Hollams, Son, & C) v Chadwick & Son (Johnson & W)
 C P 32 Duncan (E L Agar) v Baily the younger (Lumley, & L) SJ
 C P 33 Blake (C Catherley) v Chappell (Chappell & Son) SJ
 C P 34 Val de Travers Asphalte Paving Co, limd (Drake & Son) v Honey (Cobbold & W) SJ
 Q B 35 Meggy, Trustee, & Co (Lewis, Munns, & L) v Imperial Discount Co, limd (E H Barlee) SJ
 Ex 36 McKeen & anr (M Pearce) v Grant (J J Ridley) SJ
 C P 37 Dowling (W Neal) v Kearn (H Tyrrell)
 C P 38 Petit (W A Crump & Son) v Leetham (A R Oldman) SJ
 C P 39 Jones (Allin & G) v Macfarlane, & ors (T M Harvey)
 Ex 40 Hartmann (C A Swaine) v Shrimpton (M Scott)
 C P 41 De Chastelain (H Arnold) v Strickland (T Simey)
 Q B 42 Thompson (Tatham, Curling, & B) v Christie (Argles & R) SJ
 Ex 43 Phillips (Robinson & P) v Williams & anr (Tamplin, T, & J) SJ
 Q B 44 Macintosh (J W Heritage) v Shanks (Kingsford & D, & B) SJ
 Q B 45 Hall (T J Angell) v Baker (C H Hodgson)
 Ex 46 Anderson (Jones, B, & Son) v The Consolidated Fire Insurance Co, limited (Ingle, C, & H)
 Q B 47 Crossley (A G Ditton) v Cox (Brundreth, R, & Co)
 Q B 48 Mossman and another (Chorley and C) v Bonas (Lewis & Lewis) SJ
 Q B 49 The North Eastern Banking Co, limited (Sham, C, and C) v Livingstone (J & E Gole) SJ
 Q B 50 Sari (M Shephard) v Jones (R Jones)

- Q B 51 Whitlock and another (Jones & H) v McGlashan (E W & R C Mote)
- C P 52 Frowein and others (Stephen Scott) v Sonnenthal (Ashurst, M, & Co) SJ
- C P 53 Druiff (R W Staepole) v Haselton (Field, R, & Co)
- C P 54 Hall (Parker & Clarke) v Wingfield (Hollams, Son, & C) SJ
- Q B 55 Lambert and another (Lewis, M, and L) v The Credit Lyonnais (M Abrahams & R) SJ
- Q B 56 Brankston & Co (Same) v Same (Same) SJ
- Q B 57 Ramsey (Allen & E) v The Royal Aquarium and Summer and Winter Garden Society, limited (Pawle, F, & C)
- C P 58 Hudson (Dalton & J) v Keane (In Person)
- Ex 59 Tipler (Evans & E) v Britton (A R Oldman)
- C P 60 Moss (T Baddeley & Sons) v Moore (R Chapman)
- Q B 61 Lazarus & ors (Lewis & Lewis) v James & ors (Upton, J, & Co) SJ
- C P 62 Jones (Crook & S) v Skoines (Kearsey, Son, & H) SJ
- Ex 63 Ambrose (Elwes & S) v Cox (H Clarkson)
- Ex 64 Turnbull (Learoyd & Co) v Ward (H W Christmas)
- Chy 65 Head (Simpson & C) v Hyde (Hollams, Son, & C) SJ
- Q B 66 Vere (Wordsworth, B, H, & P) v Hebb & ors (Lewis & Sons)
- Ex 67 Hanbury (Mercer & M) v Grant & ors (Ashurst, M, & Co) SJ
- Q B 68 W Muggerridge & Co (Plews, I, & H) v Australian Meat Agency Tallermans' Co, limd (H Montagu)
- Ex 69 Nathan (R Miller & W) v Furlong (C O Humphreys & Son) SJ
- Ex 70 England (W Philp) v Musgrave (In Person)
- C P 71 Fontana (Cole & J) v Goddard (Hyde, Tandy, & Co) SJ
- Ex 72 Pontifex & anr (Learoyd & Co) v Severn (Dobinson, G, & Co)
- C P 73 Perrott (Parker & Clarke) v Bensusan (Billing & V) SJ
- C P 74 Jones (Stephen Scott) v Gant (C Horsley)
- Q B 75 Pain (C Butcher) v Hellyer (Fritchard & Sons)
- C P 76 Davey (Mercer & M) v Cambridge University and Town Gas Light Co (E Hughes) SJ
- Ex 77 Palmer (Keane & M) v Gilmore & others (Waltons, B, & W) SJ
- C P 78 Germany (J A & H C Farnfield) v London Steam Boat Co, limited (E Hughes)
- C P 79 Gamman, Hayssen, & Co (Same) v Addicks (Keane & M)
- Q B 80 Moffatt & others (Ingledey, I, & G) v Williams (Plews, I, & H)
- Q B 81 Pitt (J Strutt) v Stidder (Bell, C, & G)
- C P 82 Berghheim (W A Crump & Son) v Great Eastern Railway Co (W H Shaw) SJ
- Q B 83 Dubois (H Reid) v Gordon (W Arnold) SJ
- C P 84 Merritt & another (Chapman & L) v Gilbert (Taylor & J)
- Q B 85 Hubbard & Co (Waltons, B, & W) v Thomas Wilson, Sons, & Co (Lowless & Co) SJ
- C P 86 Meller (W F Nokes) v Hogan (Hogan & H)
- Q B 87 Bywater & Wife (G Brown) v Metropolitan Ry Co (Burchells) SJ
- Q B 88 Thwaites (Rockett & Son) v Evans (J C Smith) SJ
- C P 89 Hopcraft & anr (J Rae) v Forbes, Forbes, & Co, Scrimgear & Co (Lyne & H) SJ
- C P 90 Allen (Robertis & B) v Wakefield (Waltons, B, & W) SJ
- Ex 91 Batley (W R Preston) v Stevens (J Mote)
- C P 92 Goodhew (Bridger & C) v Williams the younger (R C Chipperfield)
- C P 93 Meyer & Co (W A Crump & Son) v Smith & Simpson (Cordwell & T)
- C P 94 Carey (Same) v Liverpool & London Steamship Mutual Insurance Co (Stocken & J) SJ
- C P 95 Same (Same) v London Steamship Owners Mutual Protecting Association (Same) SJ
- Q B 96 Edmunds (Cattarns, J, & H) v Jack (Bowker, P, B, & C) SJ
- Q B 97 Native Guano Co, limd (Carr, B, & Co) v Grant (Brandons)
- Ex 98 Smith & ors (Wyatt & B) v Bray (Pownall, Son, C, & K)
- C P 99 Levy (W A Crump & Son) v Anderson (Hollams, Son & C)
- C P 100 Lopez (H Montagu) v Rae (G R Innes & Son) SJ
- C P 101 The Association of Land Financiers, limd (Crook & S) v Eaton (Truefitt & G)
- Ex 102 Vizard (Jones, Blaxland, & Son) v Lloyd (J M Allen)
- C P 103 Stron (Heather & Son) v James & anr (Bridges & Co) SJ
- Q B 104 North Eastern Banking Co, limd (Shum & Co) v Sadler (J & R Gile) SJ
- Q B 105 Same (Same) v Imeson (Same) SJ
- Ex 106 Baum & anr (R Miller & W) v Bryson & Co (W Foster) SJ
- C P 107 Walker & Morgan (J Edell) v Peall, Roy, & Co (A Carr & Son) SJ
- Q B 108 Blundell Brothers (Cattarns, J, & H) v Harman & Co Paterson, Sons & G) SJ
- Ex 109 Ford (J V Musgrove) v Norwood (Hollams, Son & C)
- Q B 110 Sandford (L Keays) v Buckley (T Horrex)
- Q B 111 Carter (Ingledey, I & G) v Low (S Solomon)
- Q B 112 Jewesbury (Same) v Same (Same)
- Q B 113 Breslou (Brighten & P) v Barnard (A E Webb)
- Q B 114 Huntley, Berner, & Co (Shum & Co) v Patton, jun, & Co (J McDiarmid)
- C P 115 Graf & anr (W A Crump & Son) v Balfour (W Webb) SJ
- Ex 116 Hesse (S Mayhew) v Baird (W F Nokes)
- C P 117 Rumsey (Lee & P) v Nicholl (Few & Co) SJ
- C P 118 Nicholls (Harper, B, & B) v Gorinfiot (L Goldberg) SJ
- Q B 119 Tubbs & anr (Chapple & W) v Pearson & anr (A West)
- Q B 120 Beachim (Vallance & B) v Thompson (F W Snell) SJ
- Q B 121 Unwin (Hubbard, Son, & E) v Reckitts (Cowdell, G, & B) SJ
- Q B 122 Marwood (G & W Webb) v Trattles (J W Hickin)
- C P 123 The Omoa and Cleland Coal and Iron Co (Waltons, B, & W) v Huntley (Shum, C, & C) SJ
- Ex 124 Balcombe (Jones, B, & Son) v James & anr (Bellamy & Co)
- Q B 125 Turnbull (Shum & Co) v Gowland (Harcourt & McArthur) SJ
- Ex 126 Lyons (H W Christmas) v Chappell (J M Barnard)
- Ex 127 Wilson (Miller & M) v Roden (Gregory & Co) SJ
- Q B 128 Harvey & anr (Lewis & Lewis) v Thin & anr (Neal & P) SJ
- Q B 129 Longbottom (Van Sandau & C) v Stevenson, Clarke, & Co (Wilkins, B, & F) SJ
- Ex 130 Jones (Truefitt & G) v Levy & Co (W M Flegg)
- Ex 131 Norman (Same) v Fowler (T Bowker)
- Ex 132 Odling & ors (J J Kelly) v Clarke & anr (R W Marsland; Chapman, T, & P) SJ
- Q B 133 Herman (Lewis & Lewis) v Bartholemew (Beard & Son)
- Q B 134 Aulivier (Blachford, R, K & W) v Goddard (W Arnold)
- Q B 135 Widnes Alkali Co, limd (Goldring & Jukes) v Chester (Stoneham & L) SJ
- Q B 136 Dever Trustees, & Co (Morley & S) v Burstall (W T Manning)
- C P 137 Davis (Harcourt & McA) v Landrock & anr (S H Behrend, R, & A Russell)
- Ex 138 The Commercial Bank of Scotland (S R Hoyle) v Noble & anr (Wilkinson & Son) SJ
- Q B 139 Petherbridge (Farrar & F) v London & South Western Railway Co (L Crombie)
- C P 140 Reynolds (E Hughes) v Bower & ors (Combe & W)
- C P 141 Jackson & Graham (W F Nokes) v Curteis (A Rhodes)
- Q B 142 Westrope (Hollams, Son & C) v Randall (S W Johnson) SJ
- Q B 143 Herran (Travers, Smith & B) v Pim (Mayhew, S & W) SJ
- Ex 144 Brake (F Dollman) v Barber (W H Brooke)
- C P 145 Barrow (H Montagu) v The City Bank (Ingle, C, & H)
- C P 146 Marshall (G M Wetherfield) v Dorbar (W T Ricketts)
- Ex 147 Raphael (H J Coburn) v Heintz (Nash & F)
- C P 148 Cawley (Burgoynes, M, B, & T) v Hayward (Lowless & Co)
- C P 149 Same (Same) v Same (Same) 2nd action
- C P 150 Sydenham (Hoppe & B) v Bolton (Hillearys & T)
- Q B 151 Comyn (Learoyd, L, & P) v Dinnsdale (W H Roberts)
- Q B 152 Gwynne & anr (Ingledey, I, & G) v W Walker & Co (Flux & Co) SJ
- Ex 153 Richmond (Thomson, Son, & B) v Gough & ors (Monckton, L, & Co)
- C P 154 Cunningham (Lowless & Co) v Dunn & anr (Miller & S) SJ
- C P 155 Brefft (A Jones, T, & G) v Williams (Norris, A, & C)
- C P 156 Walker & anr (J E Turner) v Balfour & ors (Trinders & Curtis-Hayward Elmslie & Co Gregory & Co) SJ
- Ex 157 Birnie (Stocken & J) v Michael (Wilkinson & H)
- Q B 158 The Imperial Bank, limd (Maples & Co) v Bruges (Abrahams & R) SJ
- C P 159 The Association, & Co (Waltons, B, & W) v W Lamplough & Co (Parker & Clarke) SJ
- Ex 160 Fenn & another (F Dollman) v Rooney (Harper, B, & B) SJ
- Q B 161 Walker (F Bradley) v Gabrielli (Norton, R, & Co) SJ
- Q B 162 Foot (Fritchard & Sons) v Pepper (Jno Watson)
- Ex 163 Kempsan (Miller & Miller) v Lambert (Johnson, U, & Co) SJ
- Q B 164 Blondel (Smith, F & L) v Broome & anr (Mullans & B)

QB 165	Best, Marshall, & Co (F Bradley) v Emden (W Rogers)
CP 166	Cass (Lowless & Co) v Staley, Radford, & Co (Plews, I, & Co) SJ
CP 167	Coulter & anr (Same) v Dan & anr (J & H Farnfield)
CP 168	Roberts (Trinder & Co) v Fifoot & anr (Plews & Co) SJ
Ex 169	Cole & others (Thomson, Son, & B) v Pokorny & anr (G Blagden)
QB 170	Tranter (T J Angell) v North Metropolitan Tramways Co (H C Godfray) SJ
CP 171	Lloyd (J M Allen) v Morgan (T G Everill) 1st action SJ
CP 172	Same (Same) v Same (Same) 2nd action
Ex 173	Langford (A C Lewis) v South Devon Shipping Co (T Cooper) SJ
QB 174	Iversen (Inglelew, I & G) v Wake & Co (Lowless & Co)
CP 175	Tallerman (H Montagu) v Bloor & anr (Hughes, Hooker, & Co) SJ
CP 176	Soppitt (Venning, R, & V) v Morrow (P J Bishop)
Ex 177	Hill (Ingle, C, & H) v Meacock (A S Godfrey)
QB 178	Yeoman (Bischoff, B & B) v The Great Northern Railway Co (Emmets & Son) SJ
QB 179	Fraser & Co (Stibbard, G, & C) v Burrows (Waltons, B, & W) SJ
Ex 180	London and Provincial Bank, limited (Jones, B, & Son) v Morpole (E W Crosse)
Ex 181	Hughes (Hillearys & T) v The Great Northern Ry Co (Johnston, F, & L)
Ex 182	Rogers & Chave (In Person) v McIntosh (Pitman & L)
QB 183	Rennie (Hollans, Son & C) v London and Yorkshire Steamship Co (Cattara, J, & H) SJ
QB 184	Punchard & ors (Inglelew, I & G) v Pothonier & Co (Hollans, Son, & C) SJ
CP 185	Duncan & ors (T Cooper) v The Trustees & Commissioners of the Port of Lancaster (Pritchard & Sons) SJ
Ex 186	Richards (Mercer & Mercer) v Grant & Clark & Punchard (Ashurst, M, & Co; Blunt, T & L) SJ
Ex 187	Turnburn (Same) v Same (Same)
Ex 188	Anderson (Same) v Same (Same)
Ex 189	Aldred (Same) v Same (Same)
Ex 190	F Broadbent (Same) v Same (Same)
Ex 191	J Broadbent (Same) v Same (Same)
Ex 192	S Broadbent (Same) v Same (Same)
Ex 193	Browne (Same) v Same (Same)
Ex 194	Bainton (Same) v Same (Same)
Ex 195	Berry (Same) v Same (Same)
Ex 196	Cross (Same) v Same (Same)
Ex 197	Copley (Same) v Same (Same)
Ex 198	Cooke (Same) v Same (Same)
Ex 199	Cloutte (Same) v Same (Same)
Ex 200	Carlisle (Same) v Same (Same)
Ex 201	Couper (Same) v Same (Same)
Ex 202	Corson (Same) v Same (Same)
Ex 203	Dand (Same) v Same (Same)
Ex 204	Dawson (Same) v Same (Same)
Ex 205	Eyre (Same) v Same (Same)
Ex 206	Glover (Same) v Same (Same)
Ex 207	Hanam (Same) v Same (Same)
Ex 208	Lord Hawke (Same) v Same (Same)
Ex 209	Hensley (Same) v Same (Same)
Ex 210	Hodgson (Same) v Same (Same)
Ex 211	Hull (Same) v Same (Same)
Ex 212	Huntris (Same) v Same (Same)
Ex 213	Joule (Same) v Same (Same)
Ex 214	Johnson (Same) v Same (Same)
Ex 215	Lawson (Same) v Same (Same)
Ex 216	Lister (Same) v Same (Same)

(To be continued.)

PUBLIC COMPANIES.

June 15, 1877.

GOVERNMENT FUNDS.

per Cent. Consols, 95½	Annuitias, April, '88, 92
Do. 3 per Cent. Reduced, 95½	Do. (Red Sea T.) Aug. 1898
New 5 per Cent., 95½	Ex Bills, £1000, 2½ per Ct. 3 pm
Do. 3½ per Cent., Jan. '94	Do. £500, Do. 3 pm.
Do. 3½ per Cent., Jan. '94	Do. £100 & £500, 3 pm.
Do. 5 per Cent., Jan. '78	Bank of England Stock. — per
Annuitias, Jan. '80	Ct. (last half-year), 361
	Do. for Account.

INDIAN GOVERNMENT SECURITIES.

Ind. Stk. 5 per Cent., July, '80, 104½	Ind. Pr. 5½ per Cent., May, '79, 9
Do. for Account, —	Do. Debentures, 4 per Cent.
Do. 4 per Cent., Oct. '88, 102½	April, '84
Do. do. do. Certificates —	Do. Do. 5 per Cent., Aug. '78
Do. Enforced Pr., 4 per Cent. 88	Do. Bonds, 4 per Cent. £1000
2nd Ind. Pr., 5 per Ct., Jan. '73	Do. do. do. under £1000

RAILWAY STOCK.

Railways.	Paid.	Closing Price
Stock Bristol and Exeter	100	—
Stock Caledonian	100	122½
Stock Glasgow and South-Western	100	102
Stock Great Eastern Ordinary Stock	100	46½
Stock Great Northern	100	135
Stock Do., A Stock	100	127½
Stock Great Southern and Western of Ireland	100	125½
Stock Great Western—Original	100	100½
Stock Lancashire and Yorkshire	100	134½
Stock London, Brighton, and South Coast	100	118½
Stock London, Chatham, and Dover	100	20½
Stock London and North-Western	100	149½
Stock London and South Western	100	130½
Stock Manchester, Sheffield, and Lincoln	100	71
Stock Metropolitan	100	109½
Stock Do., District	100	45½
Stock Midland	100	128
Stock North British	100	92½
Stock North Eastern	100	151½
Stock North London	100	142
Stock North Staffordshire	100	89
Stock South Devon	100	62
Stock South-Eastern	100	125

* A. receives no dividend until 6 per cent. has been paid to B.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

DICKENS—June 15, the wife of Henry Fielding Dickens, barrister-at-law, of 8, Cleveland-terrace-gardens, Kensington, of a daughter.

HAGGARD—June 16, at 11, Sussex-gardens, Hyde-park, the wife of Bazett Haggard, barrister-at-law, of a son.

SILVESTER—June 18, at 2, Dawson-place, Prince's-square, the wife of Ernest Frederick Silvester, barrister-at-law, of a son.

THOMPSON—June 21, at 32, Ennismore-gardens, S.W., the wife of G. Rodie Thompson, barrister-at-law, of a daughter.

WALSH—June 15, at Maisonnelle, St. Anne's Park, Wandsworth, Surrey, the wife of Nugent C. Walsh, barrister-at-law, of a son.

MARRIAGES.

BURTON—MEADOWS—June 14, at the parish church, Great Yarmouth, Frank Burton, of Great Yarmouth, solicitor, to Marian Isabel, eldest daughter of Daniel Meadows, of Great Yarmouth, surgeon.

GODFREY—HARDING—June 19, at the British Embassy, Paris, William Bernard, son of Joseph Silvester Godfrey, of the Middle Temple, barrister-at-law, to Elizabeth, daughter of Gustave Palmer Harding, of 66, Avenue des Champs Elysees, Paris.

MCINTYRE—NASH—June 16, at St. Peter's Church, Wickham-park, New-cross, Angus George Milward McIntyre, LL.B., barrister-at-law, to E. M. R. Stevens, daughter of the late Rev. George Edward Nash, Vicar of Hoo Allhallows, Kent.

DEATHS.

HAYWARD—June 14, at West Hill Lodge, Hastings, Edward Hayward, barrister-at-law.

HEPWORTH—June 16, at De Beauvoir-road, John Iver Heworth, solicitor, aged 27.

MELLISH—June 15, at 33, Lowndes-square, the Right Hon. Lord Justice Mellish, aged 63.

WHITHEAD—June 11, at Castle Mona, Douglas, Isle of Man, William Henry Whitehead, 7, South-square, Gray's-inn, and late Chief Registrar in Bankruptcy.

LONDON GAZETTES.

Professional Partnerships Dissolved.

FRIDAY, June 15, 1877.

Toppin, Sidney, and Arthur Stapleton, 9, Cloak lane, Cannon st, London, Solicitors. June 2

Winding up of Joint Stock Companies.

FRIDAY, June 15, 1877.

UNLIMITED IN CHANCERY.

Plymouth Burial Society.—Creditors are required, on or before July 11, to send their names and addresses, and the particulars of their debts or claims, to William John Lamb, Chapel st, Devonport. Wednesday, July 18, at 12, is appointed for hearing and adjudicating upon the debts and claims

LIMITED IN CHANCERY.

Canada Tanning Extract Company, Limited.—Creditors are required, on or before Sept 4, to send their names and addresses, and the particulars of their debts or claims, to Thomas Abercrombie Walton, Moorgate st, and John Earle Hodges, Abchurch lane. Wednesday, Nov 5, at 11.30, is appointed for hearing and adjudicating upon the debts and claims

New Gas Company, Limited.—Petition for winding up, presented June 14, directed to be heard before the M.R. on June 13. Brandon's Essex st, Strand, petitioners.
 Trust Association, Limited.—The M.R. has, by an order dated May 10, appointed Edward Ashmead, Cornhill, to be official liquidator.
 Vronheulog Slate Company, Limited.—V.O. Malins has fixed June 25, at 12, at his chambers, as the time and place for the appointment of an official liquidator.

COUNTY PALATINE OF LANCASTER.

North Lonsdale Deposit Bank, Limited.—By an order made by the V.O., dated June 4, it was ordered that the above bank be wound up. Bradshaw, solicitor for the petitioner.

TUESDAY, JUNE 19, 1877.

LIMITED IN CHANCERY.

Compagnie Francaise, Limited.—Petition for winding up, presented June 15, directed to be heard before V.O. Malins on Friday, June 29. Lindo and Co, King's Arms yard, Moorgate st, solicitors for the petitioner.

Duchess of Westminster Silver Lead Ore Company, Limited.—The M.R. has fixed Monday, June 25, at 11, at his chambers, as the time and place for the appointment of an official liquidator.

Hammermith Town Hall Company, Limited.—Petition for winding up, presented June 16, directed to be heard before the M.R. on Saturday, June 30. Lindo and Co, King's Arms yard, Moorgate st, solicitors for the petitioners.

Middlesex Fire Office, Limited.—The M.R. has, by an order dated April 27, appointed Charles Lee Nichols, Queen Victoria st, to be official liquidator. Creditors are required, on or before July 13, to send their names and addresses, and the particulars of their debts or claims, to the above. Saturday, July 26, at 12, is appointed for hearing and adjudicating upon the debts and claims.

North of Ireland Sulphur Company, Limited.—Creditors are required, on or before Sept 6, to send their names and addresses, and the particulars of their debts or claims, to Roderick Mackay, Lothbury, Thursday, Nov 1, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Worthington Collieries Company, Limited.—Creditors are required, on or before July 17, to send their names and addresses, and the particulars of their debts or claims, to John Ball Ball, Gresham buildings, Basinghall st. Tuesday, July 31, at 11, is appointed for hearing and adjudicating upon the debts and claims.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, JUNE 15, 1877.

Allen, Arthur, Hatcham, Surrey, Esq. July 10. Wikins v Parker, V.O. Hall. Hine and Co, College-hill.
 Brooks, John, Kingston-upon-Hull, Accountant. July 2. Cook v Brooks, V.O. Hall. Middle-mass, Kingston-upon-Hull.
 Drury, Martha, Guernsey, July 21. V.O. Malins. Next of kin Hall, George Morpeth, Northumberland. July 16. Lowry v Rutherford, V.O. Hall. Keenlyside and Forster, Newcastle-upon-Tyne.
 Harris, Charles Rice, Tredegar, Monmouth, Gent. July 14. Stevens v Harris, V.O. Hall. Simons and Plews, Merthyr Tydfil.
 Inskip, Hampden, Sheffield, Bedford, Watchmaker. July 14. Inskip v Inskip, M.R. Stocken, Baldock.
 Scott, William, Thorverton, Devon, Gent. July 11. V.O. Malins.
 Strong, Henry, Bath, Somerset, Gent. July 21. Strong v Strong, V.O. Hall. King, Bath.

Creditors under 23 & 25 Vict. cap. 36.

Last Day of Claim.

TUESDAY, JUNE 12, 1877.

Anderton, Ann, Moseley, Wake Green, Worcester. June 26. Whately and Co, Birmingham.
 Anderton, Rebecca, Moseley, Wake Green, Worcester. June 26. Whately and Co, Birmingham.
 Ayres, Thomas, Christopher, Great Bath st, Clerkenwell, Cabinet Maker. July 31. Muskett, Woolwich.
 Batt, Henry, Gray's inn sq, Gent. July 24. Reeve, Gray's inn sq.
 Bell, Ann, Bolton, Cumberland. July 10. McKeever, Wigton.
 Bentley, Elizabeth, Halifax, York. July 2. Robson and Suter, Halifax.
 Benwell, Lydia, Louth, Lincoln. Aug 7. Cole, Church court, Clement's lane.
 Branson, Charles, Worcester, Licensed Victualler. July 1. Knott, Worcester.
 Brown, Ismael, Penge, Kent, Licensed Victualler. July 11. Haynes and Sons, Devereux court, Temple.
 Buckley, Thomas, Woodville, Derby, Innkeeper. July 20. Bass and Jennings, Burton-on-Trent.
 Carr, James Rowland, Wormwood st, Tailor. July 17. Ashley and Teo, Frederick's place, Old Jewry.
 Cay, George, Plumstead, Kent, House Decorator. July 31. Muskett, Woolwich.
 Coe, George, Horbury, York, Gent. Aug 1. Scholefield and Son, Dewbury, York.
 Coote, George, Cockham-on-Thames, Berks, Esq. July 9. Harrison and Co, Bedford row.
 Cox, George, Keynsham, Somerset, Fishmonger. July 3. Shortland, Dundry, nr Bristol.
 Felthouse, Paul, Kensington park rd, Publican. Aug 1. Brown, Lincoln's inn fields.
 Fenwick, Charles Peach, Gravesend, Kent, Gent. July 31. Muskett, Woolwich.
 Finney, Benjamin, Lomington, Northumberland, Gent. Aug 1. Charlton and Yell, Newcastle-upon-Tyne.
 Fisher, William, Castlegate, York, Umbrella Maker. July 7. Laycock and Co, Huddersfield.
 Gurnham, George, Longton, Stafford, Superintendent of Police. Aug 1. Adderley and Marriot, Longton, Stafford.
 Gillman, Rev James, Russell sq. July 28. Nicholls, Lincoln's inn fields.
 Hemmingsway, Edward, Litchurch, Derby. July 1. Wastell, Derby.
 Hills, Elizabeth, Duxton, Ryde, Isle of Wight. July 21. Vincent, Ryde.
 Holmes, Henry, Harperspoint, Sussex, Surgeon. July 20. Freshfields and Williams, Bank buildings.

Fredell, Ann, Worthing. Aug 9. Lewis and Watson, Gracechurch.
 Jackson, Edwin, Fenton, Stafford, Butcher. Aug 1. Adderley and Marriot, Longton, Staffordshire.
 Joinson, John, Handbridge, Cheshire, Publican. July 14. Dunne and Pritchard, Chester.
 Lee, Daniel, Pendlebury, Lancashire, Esq. Aug 1. Earle and Co, Manchester.
 Manley, Oates Henry, Liverpool, Cab Proprietor. July 10. Baldwin, Burnley.

Mapstone, Elizabeth, Weare, Somerset. July 31. Webster, Axbridge, or Weston-super-Mare.
 Matthews, Frederick William, Coldharbour lane, Brixton, Chemist. July 7. Metcalf, Farnival's inn.
 Mee, James, Dorking, Surrey, Surgeon-Major R.N. July 31. Muskett, Woolwich.

Millett, Sarah, Goodwin st, Barnsbury. July 16. Buchanan and Rogers, Basinghall st.

Moore, Mary, Sunningdale, Berks. July 14. Lovett, New Inn, Strand.
 Nunn, Samuel, Faroe rd, Hammermill, Carpenter. June 30. Anderson and Sons, Ironmonger lane.

Otley, Ann, Dresden, Stafford. Aug 1. Adderley and Marriot, Longton, Staffordshire.
 Otley, William, Dresden, Stafford, Gent. Aug 1. Adderley and Marriot, Longton, Stafford.

Parker, James Houson, Reding, Gloucester, Esq. Sept 1. Bircham and Co, Parliament st, Westminster.
 Porch, Thomas Porch, Edgarley, Somerset, Esq. July 31. Swayne, Glastonbury, Somerset.

Turner, Charles, Saffron Walden, Essex. Aug 7. Letts Brothers, Bartlett's buildings.
 Turner, Francis, Saffron Walden, Essex, Postmaster. Aug 7. Letts Brothers, Bartlett's buildings.

Tyler, Elizabeth, Fownhope, Hereford. July 24. Gabb and Walford, Abergavenny.
 Vickers, William Henry, Charlton, Kent, Gent. July 8. Jenkins, and Olivers, Corbet court, Gracechurch st.

Vine, Charles, Robert st, Chelsea, Gent. Aug 7. Letts Brothers, Bartlett's buildings.
 Ward, George, Handsworth Woodhouse, York, Gent. Aug 11. Burdick and Co, Sheffield.

Wilkinson, Isabella, Pennington, Lancashire. July 21. Remington, Ulverston.
 Wingfield, Joseph, Arlesey, Bedford, Gent. Aug 30. Mote, Walbrook.

Bankrupts.

FRIDAY, JUNE 15, 1877.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

Hayne, Henry William, and Charles Hayne, Long lane, West Smithfield, Timber Merchants. Pet June 12. Hazlitt. June 27 at 12.30.
 Vogt, George Henry, Lower Thames st, Licensed Victualler. Pet June 12. Hazlitt. June 27 at 12.

To Surrender in the Country.

Bent, Edward Stanley, Manchester, Solicitor. Pet June 11. Lister, Manchester, June 28 at 9.30.
 Cooper, Walter, Birmingham, Baker. Pet June 8. Parry, Birmingham, July 10 at 2.30.
 Hunt, John Frederick, and William Hunt, Wolverhampton, Grocer. Pet June 12. Sanders, Wolverhampton, June 29 at 12.
 Nicholson, James Hurnan, Bradford, Auctioneer. Pet June 11. Lea, Bradford, June 29 at 9.
 Peacock, Charles, Whitty, York, Boot Dealer. Pet June 12. Crosby, Stockton-on-Tees, June 28 at 3.

TUESDAY, JUNE 19, 1877.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

Paddison, Charles John, Arkesden, Essex, Horse Dealer. Pet June 16. Hazlitt. July 4 at 11.
 To Surrender in the Country.

Abbs, Jonathan, Cambridge, Saddler. Pet June 15. Eaden, Cambridge, June 29 at 12.
 Abdelmalek, Abdelgani Hider, Effendi, Carnarvon. Pet June 15. Jones, Bangor, July 4 at 2.
 Blakey, James, Keighley, York, Boot Manufacturer. Pet June 13. Lea, Bradford, July 3 at 9.
 Clarke, Arthur, Southsea, Hants. Pet June 14. Howard, Portsmouth, July 16 at 12.
 Hutchinson, Thomas, P allion, nr Sunderland. Pet June 14. Ellis, Sunderland, July 5 at 12.
 Mappin, W A Sheffield, Merchant. Pet June 16. Wake, Sheffield, June 29 at 12.
 Shaw, English Rhodes, Keal Coates, Lincoln, Grocer. Pet June 14. Staniland, Boston, July 3 at 12.30.
 Thomas, William, Liangefei, Anglesey, Coal Merchant. Pet June 13. Jones, Bangor, June 29 at 2.
 Turner, Frederick Henry, Frimley, Surrey, Schoolmaster. Pet June 16. White, Guildford, July 7 at 11.

BANKRUPTCIES ANNULLED.

FRIDAY, JUNE 15, 1877.

Ashworth, Joseph Brown, Congleton, Cheshire, Trimming Manufacturer. June 7.
 Hawkes, Thomas, Hunslet, Leeds, Carrier. June 13.
 McMillan, Robert Todd Campbell, Newport, Mon, Draper. June 13.

TUESDAY, JUNE 19, 1877.

Thomas, Job, Newport, Mon, Mason. June 13.

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, JUNE 15, 1877.

Allmett, John Julian, Handbridge, Chester, Innkeeper. June 28 at 12 at offices of Tatlock, St John st, Chester.
 Armstrong, Jane, Cleator Moor, Grocer. June 26 at 3 at offices of Whiteside, Chester, at Whitehaven.
 Arnold, John, Balmall Heath, Worcester, Painter. June 27 at 1 at offices of Fallows, Cherry st, Birmingham.

Ashman, James King, Royston, Hertford, Saddler. June 28 at 2 at office of Nash, High st, Royston

Attwood, Charles, Stourbridge, Worcester, Leather Cutter. June 28 at 11 at offices of Wall, Union chambers, Stourbridge

Baker, Frank, Manningham, York, Tailor. June 28 at 11 at offices of Singleton, Booth st, Bradford

Ball, Charles, Lister hills, Bradford, Engineer. June 27 at 10 at offices of Rhodes, Kirkgate, Bradford

Beddoes, John, Stourbridge, Worcester, Haulier. June 27 at 11 at offices of Wall, Union chambers, Stourbridge

Benson, Mary, South Shields, Licensed Victualler. June 29 at 3 at offices of Bell, King st, South Shields

Boran, John, Leicester, Boot Manufacturer. July 2 at 2 at offices of Wright, Belvoir st, Leicester

Boran, Thomas Edward, Leicester, Boot Manufacturer. July 2 at 3.30 at offices of Wright, Belvoir st, Leicester

Bowe, William Finney John, Rusholme, Lancashire, Estate Agent. July 5 at 3 at offices of Doyle, Princess st, Manchester

Brown, John, Northampton, York, Butcher. June 27 at 11 at offices of Lake, Southgate, Wakefield

Burke, Alfred, Turnchapel, Devon. June 28 at 11 at offices of Greenway, Frankfort st, Plymouth

Campion, John, Manchester, Oil Merchant. June 29 at 3 at offices of Addleshaw and Warburton, King st, Manchester

Cartwright, Elizabeth, Shudehill, Manchester, Farmer. June 28 at 3 at offices of Addleshaw and Warburton, King st, Manchester

Curry, John, and Charles Edward Kershaw, Little Britain, Warehouseman. June 29 at 12 at offices of Lovering and Co, Gresham st, Finsbury, London

Cutts, Thomas, Bootle, Lancashire, Boarding House Keeper. June 28 at 12 at offices of Carruthers, Clayton sq, Liverpool

Clark, Edward, Sheephead, Leicester, Beerhouse Keeper. June 29 at 13 at offices of Martin, Low pavement, Nottingham

Cooper, Henry Clinton, Upper St Martin's lane, Auctioneer. June 23 at 3 at offices of Fisher and Co, Leicester sq

Cooper, John Thomas, Long Crendon, Buckingham, Farmer. June 29 at 3 at offices of Farrier and Parker, Corn Market, Thames, Oxford

Court, William, Swansea, Grocer. June 29 at 11 at offices of Thomas, York place, Swansea

Crowhurst, William, Fentonville rd, Clerkenwell, Cigar Dealer. July 3 at 3 at offices of Pannell and Co, Guildhall chambers, Basinghall st. Brown, Basinghall st

Cuff, John, Bradford, Innkeeper. June 27 at 11 at offices of Dawson and Greaves, Kirkgate, Bradford

Curtis, James Read, Alresford, Hants, Coal Merchant. June 25 at 2 at offices of Adams and Co, Jewry st, Winchester

Cussons, William Henry, Kingston-upon-Hull, Stationer. June 28 at 12 at offices of the Incorporated Law Society, Chancery lane, Middlemarch and Pearce, Hull

Dart, Mary, Southampton row, Bloomsbury sq, Mantle Maker. July 2 at 10 at 152, Westminster bridge rd. Goady, Bow st, Covent garden

Davies, John, Glandwr, Carnarvon, Butcher. June 28 at 1 at the Pontypant Hotel, nr Bettws-y-coed. Jones, Conway

Deacon, Charles Frederick, Ludgate hill, Roller Skate Dealer. June 29 at 2 at offices of Linklater and Co, Walbrook

Denison, Amor Spoor, Heaton, Newcastle-upon-Tyne, Printers' Engineer. June 22 at 2 at offices of Harle, Akenhead hill, Newcastle-upon-Tyne

Edwards, Richard, Wolverhampton, Horse Dealer. June 27 at 11.30 at offices of Dallow, Queen sq, Wolverhampton

Forbes, John, Walsall, Stafford, Draper. July 2 at 11 at offices of Dugman and Co, The Bridge, Walsall

Foulke, Thomas, Kilbourne, Derby, Brickmaker. July 3 at 11 at the Commercial chambers, Wardwick, Derby. Flint, Derby

Fox, Henry Rix, West Cowes, Isle of Wight, Fishmonger. July 3 at 2 at offices of Edmunds and Co, Old Jewry. Ford and Son, Portsmouth

French, John, Mifley, nr Oxford, Butcher. June 28 at 12 at offices of Bickerton, St Michael's chambers, Ship st, Oxford

Gartley, John, Blyth, Northumberland, Hatter. June 27 at 11 at office of Purdy, Collingwood st, Newcastle-upon-Tyne

Gestfield, Julius, West Cowes, Isle of Wight, Confectioner. July 5 at 12 at the Dolphin Hotel, West Cowes. Ford and Son, Portsmouth

Gomes, Robert, Portsea, Hants, Master Mariner. June 27 at 4 at offices of King, North st, Portsea

Haigh, Henry, Milnsbridge, York, Dyers. June 27 at 5 at offices of Drake, John William st, Huddersfield

Haigh, Henry, and Tom Presto Haigh, Milnsbridge, York, Dyers. June 27 at 3 at the County Court, Queen st, Huddersfield. Drake, Huddersfield

Hampson, William, Ilkeston, Derby, Baker. June 27 at 13 at offices of Stephenson, Weekday cross, Nottingham

Hammer, Walter Jones, Southwold, Suffolk, Chemist. July 4 at 2 at the Swan Hotel, Southwold. Allen, Halesworth

Hardy, Thomas Batson, Wainfleet, Lincoln, Grocer. June 27 at 12 at the Queen Hotel, Retford, Nottingham. Oldman and Iveson, Gainsborough

Harris, Thomas, St Isells, Pembroke, Licensed Victualler. June 23 at 1 at offices of Lascelles, Northampton, Pembroke

Harris, Edward Giles, Hedgesford, Stafford, Grocer. June 27 at 3 at offices of Trevelyan, Hildesheim, Stafford

Harwood, William, Birmingham, Machinist. June 27 at 2 at offices of Southall and Co, Newhall st, Birmingham

Hastie, James, Cambridge st, Pimlico, Gent. July 2 at 2 at offices of Brandreth and Gray, Gresham st

Hayman, Marcus, North crescent, Bedford sq, Dealer in Diamonds. June 26 at 3 at offices of Goldberg, West st, Finsbury circus

Hildred, Henry, Clayton, Lancashire, Commission Agent. June 28 at 3 at the Falsfair Hotel, Market place, Manchester. Ward, Manchester

Hovells, Thomas, Conville Elvet, Carmarthen, Miller. June 28 at 2.30 at offices of Morris, Quay st, Carmarthen

Hughes, Owen, Cityway, Carnarvon, Woollen Factor. June 29 at 2 at the Castle Hotel, Carnarvon. Jones and Roberts, Carnarvon

Hulme, Thomas, Didbury, Lancashire, out of business. June 29 at 3 at offices of Credland, Cross st, Manchester

Jackson, John, Chadderton, Lancashire, Cotton Band Manufacturer. July 2 at 3 at offices of Whitaker, St Peter st, Oldham

James, John, Halifax, Grocer. June 27 at 11 at offices of Longbottom, Northgate chambers, Halifax

James, Thomas, Blackwood, Mon, out of business. June 27 at 11 at offices of Harris, Morgan st, Tredegar

Jennings, Thomas, Bisenavon, Mon, late Theatre Proprietor. June 28 at 3 at offices of Gibbs, Tredegar place, Newport

Johnson, Joseph, Bilston, Stafford, Brass Founder. June 28 at 12 at offices of Fellows, Mount Pleasant, Bilston

Johnson, Joseph, Thomas Johnson, and Joseph Johnson, jun, Bilston, Stafford, Brass Founders. June 28 at 11 at offices of Fellows, Mount Pleasant, Bilston

Kiddill, James, jun, The Wash, Hertford, Ironmonger. July 4 at 2 at the Green Dragon Hotel, Hertford. Smith, Church court, Clement's lane

Kipper, Frederick, Cumberland terrace, Stoke Newington, Watch Importer. June 25 at 3 at 145, Cheapside. Barnett, Palmerston buildings, Old Broad st

Kirk, Samuel, Nottingham, Music Hall Proprietor. July 2 at 12 at the Assembly Rooms, Low pavement, Nottingham. Martin Knight, Alfred Pilkington, Briston hill, Coal Merchant. June 29 at 1 at the Guildhall Tavern, Gresham st. Keighley and Co, Filpott lane

Lange, Christian, Strand, Clock Manufacturer. July 4 at 3 at offices of Hodgson, Salisbury st, Strand

Lewis, Thomas, Carmarthen, Ironmonger. July 5 at 10.15 at offices of Morris, Quay st, Carmarthen

Mann, Charles, Mildes, Suffolk, Farmer. July 3 at 12 at offices of Jewson, St Lawrence st, Ipswich

Mann, Joseph, Halifax, York, Grocer. June 27 at 11 at the Brown Cow Hotel, Halifax. Leeming, Halifax

Marshall, Charles William, Brockley, Kent, Traveller. June 27 at 3 at offices of Pannell and Co, Guildhall chambers, Basinghall st. Godfrey, Gresham buildings, Guildhall

Marshall, Francis, Hagworth, Lincoln, Farmer. July 3 at 2 at the Masonic Hall, Bank st, Horncastle

Mason, Arthur, Dronfield, Derby, Labourer. June 29 at 3 at offices of Binney, Queen st, Sheffield

McKay, James Campbell, Newport, Mon, Draper. June 29 at 12 at offices of Lloyds, Bank chambers, Newport

Murphy, John, Fleet, Moss side, Lancashire, Tobacconist. July 2 at 11 at offices of Hodgson, Tib lane, Manchester

Newton, Cyrus, Whitlesey, Cambridge, Spirit Merchant. June 29 at 12 at offices of Graves, Whitlesey

Oakden, Thomas, Leek, Stafford, Silk Manufacturer. June 28 at 2 at offices of Hacker and Allen, St Edward st, Leek

Paddon, James, Wrestlingworth, Beds, no occupation. June 27 at 3 at the Arbitration Room, Inns of Court Hotel, Lincoln's inn fields. Heathfield and Son, Lincoln's inn fields

Piper, Elizabeth, Newport, Mon. June 27 at 12 at offices of Gibbs, Tredegar place, Newport

Pope, Samuel, Stewinmarket, Suffolk, Carpenter. July 2 at 11 at offices of Betts, Market place, Stowmarket. Gudgeon

Pyle, Frederick William, Margate, Kent. June 30 at 11 at offices of Robinson, Market place, Margate

Ray, Alfred James, Fenge, Surrey, Builder. June 29 at 1 at offices of Wright and Co, King William st

Reynolds, David, Penryn, Glamorgan, Shoe Maker. July 3 at 12 at offices of Morgan, Market sq, Pontypool

Rimmer, William, Southport, Lancashire, Painter. June 28 at 3 at offices of Dalton and Smith, Borough buildings, Southport

Roberts, Lewis, Wrexham, Denbigh, Grocer. June 28 at 12 at offices of Tilsdon, High st, Wrexham. James, Corwen

Rushton, Thomas, Thomas Rushton, jun, William Rushton, and Arthur Rushton, Birmingham, Brassfounders. June 29 at 12 at the Queen's Hotel, Stephenson place, Birmingham. Hawkes and Weekes, Birmingham

Russell, John Edmund, Church court, Friday st, Commission Agent. June 28 at 12 at offices of Mote, Walbrook

Schumacher, Jean Pierre, Berners st, Oxford, Dealer in Works of Art. June 28 at 2 at the Inns of Court Hotel, High Holborn. Leslie, Conduit st

Scott, David, Northgate Nursery, Chichester, Nurseryman. June 27 at 3 at offices of Arnold, East st, Chichester

Scott, John, Stockton, York, Grocer. June 26 at 3 at offices of Twenty, High st, Stockton-on-Tees, Durham

Shaw, Ephraim, Huddersfield, York, Rope Manufacturer. July 5 at 3 at offices of Ramsden and Sykes, John William st, Huddersfield

Shaw, Joseph Cranwill, Commerce rd, Wood green, Draper. June 27 at 3 at offices of Buchanan and Rogers, Basinghall st

Shenon, Charles, Siverdale, Stafford, Baker. June 26 at 11 at the County Court, Chesapeake, Haulley. Leech, Newcastle-under-Lyme

Shotton, John Fenwick, Blyth, Northumberland, Boot Manufacturer. June 29 at 1 at offices of Wilson, Featherstone chambers, Cullingwood st, Newcastle-upon-Tyne

Smith, John, Bradford, Manufacturer. June 29 at 3 at offices of Simpson and Burrell, Alkion st, Leeds

Smith, Peter, Jarrow, Durham, Builder. June 26 at 2 at offices of Fenwick, Ormonds st, Jarrow

Smith, Thomas Ritching, Tetbury, Gloucester, Tobacconist. June 27 at 3 at the George Hotel, Nailsworth, Gloucester. Davis, Tetbury

Smith, William Penn, Liverpool, Metal Merchant. July 4 at 2 at the Law Association Rooms, Cook st, Liverpool. Jevons and Co, Liverpool

Somers, Lawrence Abraham, Tottenham Court rd, Dealer in Fancy Goods. June 62 at 3 at offices of Sydney, Leadenhall st

Southern, Charles, Bootle, Liverpool, Boot Dealer. June 29 at 3 at offices of Lupton, Harrington st, Liverpool

Stevens, Henry, Hampton, Devon, Draper. June 28 at 2 at the Palmerston Hotel, Tiverton. Loosemore, Tiverton

Steward, William, Grundy st, St Leonard's rd, Dairyman. June 29 at 2 at offices of Slater, Guildhall chambers, Basinghall st, Hand, Guildhall chambers

Stockton, John, Miles Platting, Lancashire, Beerhouse Keeper. June 30 at 5 at 42, Varley st, Miles Platting, Lancaster

Thomas, William Price, Llanvrechva Upper, Mon, Grocer. June 28 at 12 at offices of Gibbs, Tredegar place, Newport

Toomer, Edward, Woking Station, Surrey, Coal Agent. June 26 at 2 at the White Lion Hotel, Guildford. Durbridge, Guildford

Tozer, Charles Henry, St Thomas the Apostle, Devon, Builder. June 27 at 12 at offices of Fewings, Queen st, Exeter. Searle, Crediton
 Tubb, Isaac Henry, Beckenham, Kent, Chimney Cleaner. June 25 at 3 at offices of Seard and Son, Gracechurch st
 Tuckm, Frederick Henry, Birmingham. Grocer. June 28 at 3 at offices of Jaques, Cherry st, Birmingham
 Tugwell, George Frederick, Horsham, Sussex, Upholsterer. July 5 at 3 at the Crown Hotel, Horsham. Coteching, Horsham
 Turner, James, Liverpool, Furniture Dealer. July 6 at 3 at offices of Nordon and Mason, Victoria st, Liverpool
 Upton, Samuel, Henry Hanson, and Thomas Henry Hanson, Cleckheaton, York, Worsted Spinners. June 22 at 11 at offices of Wood and Killick, Commercial Bank buildings, Bradford
 Vickers, Isaac, Lancaster, Watchmaker. July 3 at 11 at offices of Clark and Ogilthorpe, San st, Lancaster
 Walker, William Wilson, Liverpool, Cigar Manufacturer. June 28 at 11 at offices of Connor, Ranelagh st, Liverpool. Greenway, Liverpool
 Warriner, William, Sheffield, Cabinet CaseMaker. June 25 at 3 at offices of Clegg and Sons, Bank st, Sheffield
 Watson, Ernest, Newsum's court, Cornhill, Share Broker. June 29 at 3 at offices of Waddell and Co, Queen Victoria st. Crook and Smith, Abchurch chambers, Abchurch lane
 Weatherby, Arthur, Boreham, Stafford, Grocer. June 23 at 11 at offices of Ellis, Market place, Boreham
 Wilkinson, William Henry, Bowling, York, Cabinet Maker. July 2 at 11 at offices of Hutchinson, Piccadilly chambers, Piccadilly, Bradford
 Williams, Frederick, Middlesbrough, York, Iron Merchant. June 28 at 12 at offices of Dodds and Co, Finkle st, Stockton-on-Tees. Holtham, Stockton-on-Tees
 Williams, Matthew, Wellington, Hereford, Shopkeeper. June 22 at 10 at offices of Boycott, Balzac yard, Hereford
 Windsor, John, Offenham terrace, Kilburn, Grocer. July 2 at 1 at offices of Sampson, Marylebone rd
 Wood, John, Ernest Reus Wood, James Torrance Wood, and Frederick Heriot Maitland Douglas, Liverpool, Merchants. June 28 at 2 at the Law Association Rooms, Cook st, Liverpool. Bateson and Co, Liverpool
 Woods, Thomas, Newcastle-upon-Tyne, Musical Instrument Dealer. June 29 at 2 at the Inns of Court Hotel, Holborn. Macdonald, Newcastle-upon-Tyne

TUESDAY, June 19, 1877.

Allen, Henry, Worcester, Plumber. June 29 at 3 at offices of Corbets, Avenue House, The Cross, Worcester
 Alt, Henry Auguste Edward, Queen's rd, Battersea, and Thomas Samuel Parsons, Strand, lately carrying on business as Hotel Keepers at Flamborough, York. July 7 at 1 at offices of Harvey and Co, Weavers' Hall, Basinghall st. Jones, Falcon court, Fleet st
 Archer, John, Bradford, Tobacconist. June 29 at 2 at offices of Rhodes, Kirkgate, Bradford
 Atherton, Joseph, Sheffield, out of business. July 4 at 11 at offices of Brook and Co, Old Haymarket, Sheffield
 Bates, William, Aldersgate st, Costume Manufacturer. June 29 at 2 at offices of Swaine, Cheapside
 Belton, Edward, Walsall, Stafford, Licensed Victualler. June 29 at 11 at offices of Shakespeare, Church st, Oldbury
 Benning, William, Southampton Dock Station, Southampton, Coal Merchant. June 30 at 11 at the Guildhall Tavern, King st, Cheapside. Kilby, Southampton
 Black, William Edward, Nottingham, Hosier. July 10 at 12 at the Assembly Rooms, Low pavement, Nottingham. Everall and Turner, Nottingham
 Blum, Isydol, Manchester, Commission Merchant. July 5 at 4 at offices of Best, Lower King st, Manchester
 Browne, Alexander, Southampton buildings, Chancery lane. June 27 at 3 at offices of Holt, John st, Bedford row
 Burfoot, Thomas, Ore, Sussex, Miller. July 2 at 3 at the Provincial Hotel, Havelock rd, Hastings
 Burn, William, Leeds, Clock Case Maker. July 4 at 11 at offices of Maud, Duncan st, Leeds
 Cardwell, Francis, Mirfield, York, Carpet Yarn Manufacturer. June 29 at 11.30 at offices of Rawson and Co, Piccadilly, Bradford
 Charles, Joseph William, Woolwich, Builder. July 3 at 11 at offices of Whale, William st, Woolwich
 Charlesworth, Thomas, Kingshorpe, Northampton, Farmer. June 28 at 3 at offices of Becke, Dergate Northampton
 Christie, Catherine, Brighton, Boarding House Keeper. July 2 at 3 at offices of Goodman, North st, Brighton
 Clarkson, Samuel, Hunslet, Leeds, Shopkeeper. June 30 at 11 at offices of Watson, Great George st, Leeds
 Cocksworth, John Bilton, Hummanby, York, no occupation. June 30 at 11 at offices of Cornwall and Watts, Queen st, Scarborough
 Cole, Charles John, Wolverhampton, Tobacconist. June 30 at 11 at offices of Rhodes, Queen st, Wolverhampton
 Cole, Joseph Henry, Oldbury, Worcester, Butcher. June 30 at 11 at offices of Shakespeare, Church st, Oldbury
 Connell, Joseph, Birmingham, Builder. July 2 at 12 at offices of Pointon, Temple row west, Birmingham
 Cooper, George, Ashwood, Stafford, out of business. June 28 at 11 at offices of Welch, Caroline st, Longton
 Crowe, Charles, Chester, Hatter. July 3 at 4 at offices of Churton, Eastgate buildings, Chester
 Cullingford, Frederick, Wraybury, Buckingham, Paper Maker. July 3 at 2 at offices of Linklater and Co, Walbrook
 Dagger, James, Salford, Bricklayer. July 4 at 4 at offices of Best, Lower King st, Manchester
 Dash, George, Hastings, Fly Proprietor. June 30 at 12 at Green's Hotel, Havelock rd, Hastings. Langham and Son, Hastings
 Davies, David Griffiths, Birmingham, Hairdresser. July 2 at 12 at offices of Beece and Harris, New st, Birmingham
 Davies, Frederick Christopher, Newcastle-upon-Tyne, Stationer. June 29 at 11 at offices of Hopper, Grainger st, Newcastle-upon-Tyne
 Davies, John, Resolven, Glamorgan, Butcher. July 2 at 12 at offices of Davies, Alma place, Neath
 Davie, Richard, Oedpoeth, Denbigh, Grocer. July 3 at 12 at offices of Acton and Bury, Chester st, Wrexham
 Davies, William, Ebenezer, Carnarvon, Watchmaker. June 30 at 10 at offices of Allanson, Church st, Carnarvon

Davison, William, Southwick, Durham, House Builder. June 28 at 3 at offices of Boney and Brevin, Fawcett st, Sunderland
 Dawe, Richard, Redcar, York, Butcher. July 2 at 2 at offices of Stubbs, Albert rd, Middlesbrough
 Dawes, Richard, Wellington, Salop, Beerseller. July 4 at 11 at offices of Marcy and Sons, Walker st, Wellington, Salop
 Dodson, George Timmins, Stratford-upon-Avon, Gent. July 9 at 1 at the Bowling Green Hotel, Warwick. Lane, Stratford-upon-Avon
 Dorrington, Bartholomew, Thomas Dorrington, and William Dorrington, Bury, Lancashire, Woollen Printers. July 2 at 3 at the Queen's Hotel, Market st, Bury. Watson, Bury
 Downer, William, Handsworth, Stafford, out of business. July 11 at 3 at offices of Cheston, Moor st, Birmingham
 Fynney, Albert, Baddesley green, Stafford, Builder. June 28 at 11 at offices of Tennant, Cheapside, Hanley
 Gledhill, James, Heckmondwike, York, Contractor. July 4 at 3 at the Black Bull Hotel, Mirfield. Iveson, Heckmondwike
 Grabowsky, Philip, Leicester, Dealer in Jewellery. July 2 at 4.30 at offices of Wright, Belvoir st, Leicester
 Grafon, John Thomas, Worcester, Basket Manufacturer. June 29 at 4 at offices of Corbets, Avenue House, The Cross, Worcester
 Greenslade, William Froude, Sandford, Devon, Miller. June 30 at 11 at offices of Searle, Crediton
 Hall, William Charles, Upper Thames st, Provision Merchant. July 3 at 2 at offices of Stoneham, Philpot lane
 Harcastle, Thomas, Leeds, Cloth Finisher. July 2 at 11 at offices of Middleton and Sons, Park row, Leeds
 Harper, Richard Hill, Bilton, Stafford, Auctioneer. July 2 at 11 at offices of Fellows, Mount Pleasant, Bilton
 Hulton, Oliver, Chinnor, Oxford, Farmer. July 2 at 3 at offices of Parker and Parker, Corn Market, Thame
 Hlesce, Arthur, Harrogate, York, Architect. July 6 at 1 at offices of Renton and Renton, Cambridge st, Harrogate. Kirby and Son, Harrogate
 Hopkins, Sarah, Abergavenny, Mon, Grocer. July 5 at 3 at offices of Sayce, Lion st, Abergavenny
 Huggins, Charles, Thetford, Norfolk, Butcher. July 3 at 4 at offices of Houchen, Thetford
 Hutchison, Edward, Charterhouse buildings, Goswell rd, Manufacturer. July 4 at 2 at the Guildhall Tavern, Greenham st, Do Jersey and Co
 Hutton, Richard, Bradford, Hosier. July 2 at 12 at offices of Labury and Co, Cheapside. Berry and Robinson, Bradford
 Jones, John Griffith, Tynewydd, Glamorgan, Grocer. July 2 at 12 at the Town Hall chambers, Bridgend, Glamorgan. Stockwood, jun, Bridgend
 Kempton, William John, Derby, Organist. July 4 at 3 at offices of Flint, Foll st, Derby
 Kirkham, John, Padham, Lancashire, General Dealer. June 29 at 3 at offices of Hall and Son, Queen st, Accrington
 Lea, John, Alston Meend, Gloucester, Haulier. July 3 at 4 at the Upper George Inn, Newnham, Gloucester. Smith and Son
 Lee, George, Sheffield, Music Dealer. July 2 at 3 at offices of Binney and Sons, Queen st chambers, Sheffield
 Lewis, Charles, Christchurch, Mon, Dairyman. June 29 at 12 at offices of Gibbs, Tredegar place, Newport
 Lewis, David, Ystradgynials, Brecon, Farmer. July 5 at 12 at offices of Leyson, Bridge st, Neath
 Lewis, Elias, Brynhyryd, Swansea, Pickler. July 2 at 11 at 18, York place, Swansea
 Lumenen, Henry, Mann st, Walworth, Commercial Traveller. June 26 at 3 at offices of Chipperfield, Trinity st, Southwark
 McLean, William, Sketton-in-Cleveland, York, Builder. June 30 at 1 at offices of Dobson, Gosford st, Middlesbrough
 Merwanjee, Ruttonjee, Great Winchester st buildings, East India Merchant. July 12 at 2 at offices of Cooper and Co, George st, Mansion House. Johnsons and Co, Austin friars
 Metcalf, John, Wreckenton, Durham, Tailor. July 3 at 12 at offices of Harker and Co, Southgate, Dute-upon-Tyne
 Mole, Henry Laurence, Ballal Heath, Worcester, Builder. June 29 at 3 at offices of Fitter, Bunnet's hill, Birmingham
 Morgan, Thomas, Colly, Glamorgan, Beerhouse Keeper. July 2 at 3 at the Town Hall chambers, Bridgend, Glamorgan. Stockwood, Bridgend, Glamorganshire
 Mortlock, William Edwin, Clifton-on-Teme, Worcester, Commission Agent. June 27 at 11 at offices of Knott, Foregate st, Worcester
 Moss, James, Burslem, Stafford, Ironmonger. June 27 at 3 at offices of Tomkinson and Farnival, Hanover st, Burslem
 Muir, John, Manchester, York, Agent. July 3 at 11 at offices of Terry and Robinson, Market st, Bradford
 Northover, Charles, Blackwater, Hants, Brewer. June 30 at 3 at 13, Friar st, Reading, Berks. Dodd
 Notton, George, Winchester, Plumber. July 4 at 3.30 at offices of Woodbridge and Son, Upper Brook st, Winchester
 Orley, Jonathan, Manningham, York, Cabinet Maker. July 10 at 3 at 55, Tyrell st, Bradford
 Pearman, John, Ombersley, Worcester, Draper. June 29 at 11 at offices of Corbets, Avenue House, The Cross, Worcester
 Pipe, Henry, Forchester rd, Bayswater, out of business. July 10 at 4 at offices of Berchley, Marylebone rd
 Poole, George Frederick, Cheltenham, Gloucester, out of business. July 2 at 11 at 4, Regent st, Cheltenham. Clark
 Pooley, Rodney, Cloak lane, Merchant. June 28 at 10 at offices of Chidley, Old Jewry
 Porter, William, Halesowen, Worcester, Grocer. June 29 at 11 at offices of Wall, Union chambers, Stourbridge
 Powell, George Benjamin, Nottingham, Surgeon. July 6 at 12 at offices of Martle, Low pavement, Nottingham
 Price, Rees, Lodwick, Cardiff, Glamorgan, Builder. July 2 at 2 at offices of Tabor and Co, Crockerbiorn, Cardiff. Griffith and Corbett, Cardiff
 Probert, Jones, Ton, Glamorgan, Grocer. June 30 at 1 at the Cardiff Arms Hotel, Cardiff, Glamorgan. Thomas, Pontypridd
 Randall, Henry George, Hounmouth, Hants, Hair Dresser. June 27 at 12 at the Heathpoult Inn, Holdenham rd, Bournemouth
 Robinson, Bournemouth
 Richardson, Charles, and David Cur, Bury, Lancashire, Jute Spinners. July 3 at 3 at offices of Addleshaw and Warburton, King st, Manchester

Richardson, John Mayhew, Brightlingsea, Essex, Butcher. July 2 at 1 at the Fleete Inn, Head st, Colche ter. Pollard, Ipswich.
 Rose, Thomas, Alcester, Warwick, Butcher. July 6 at 3 at offices of Jones, Alcester, Warwick.
 Seed, William Henry, Scarborough, York, Music Hall Proprietor. July 3 at 4 at 28, John William st, Huddersfield. Booth, Holmfirth.
 Shepherd, Charles, Cardiff, Glamorgan, Builder. July 3 at 11 at the Swiss Hall, Crookherbtown, Cardiff. Cory, Cardiff.
 Snowden, William, Cardiff, German Yeast Dealer. July 2 at 11 at 18, High st, Cardiff. Morgan and Scott.
 Spikins, Frederick, Sheffield, Furniture Dealer. July 2 at 11 at offices of Binney and Sons, Green st chambers, Sheffield.
 Steele, John Bargeon, Newton Abbot, Devon, Warehouseman. July 3 at 11 at the Waterloo Hotel, Manchester. Huggins, Exeter.
 Swinson, Joseph, Campden, Gloucester, Gent. July 5 at 3 at the Acorn Hotel, Temple st, Birmingham. Hancock, Campden Gloucester.
 Sykes, Joshua, and Joseph Roberts, Leeds, Dyers. July 2 at 10.30 at Wharton's Hotel, Park lane, Leeds. Ingram and Huntiss.
 Thomas, Albert Dolamur, Gloucester rd, Seven Sisters' rd, Builders' Foreman. June 29 at 2 at 23, Philpot lane. Robinson.
 Thomas, John, Falmouth, Cornwall, Carpenter. July 7 at 3 at offices of Jenkins, Post Office buildings, Falmouth.
 Thornton, Lewis, and Lewis Th raton, Hebden Bridge, York, Soap Manufacturers. July 6 at 4 at the White Horse Hotel, Hebden Bridge. Eastwood, To'morden.
 Vowles, William, Bition, Gloucester, Miller. July 3 at 12 at offices of Benson and Thomas, Broad st, Bristol.
 Walton, William, York, Shoemaker. July 6 at 1 at offices of Wilkinson, St Helen's sq, York.
 Wharton, William, Manchester, Dealer in Foreign Goods. July 11 at 3 at the Falstaff Hotel, Market place, Manchester. Ward, Manchester.
 Wilson, Albert John Rowland, Denby Grange, York, Barrister-at-Law. July 6 at 11 at offices of Milnes, New st, Huddersfield.
 William, Benjamin, Cardiff, Innkeeper. July 3 at 11 at offices of Morgan and Scott, High st, Cardiff.
 Wilson, John, Liverpool, Boot Dealer. July 10 at 3 at offices of Nordon and Mason, Victoria st, Liverpool.
 Wilson, John, Liverpool, Leather Dealer. July 3 at 3 at the Law Association buildings, Harrington st, Liverpool. Lupton.
 Woodfield, William, Bunkington, Warwick, Machinist. July 2 at 12 at offices of Peterson, Jordan well, Coventry. Hughes and Masser, Coventry.
 Woodward, Annie, Weymouth, Dorset, Tobaccoconist. July 2 at 11 at offices of Howard, East st, Weymouth.
 Wright, Frederick, Birmingham, Lock Manufacturer. June 30 at 10.15 at offices of East, E don chambers, Cherry st, Birmingham.
 York, Richard, Salford, Lancashire, Auctioneer. July 2 at 2 at the Mitre Hotel, Cathedral gates, Manchester. Barton, Manchester.

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Copies of the Actuary's Report on the quinquennial valuation to the 31st December, 1875, also of the Accounts, pursuant to "The Life Assurance Companies Act, 1870," may be obtained on application.

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MESSRS. EDWIN FOX & BOUSFIELD respectfully announce that particulars of the ESTATES and SHARES in the NEW RIVER COMPANY for SALE, by AUCTION, at the MART, on WEDNESDAY, JULY 4, at ONE o'clock precisely, in Lots, are now ready for distribution, and will be forwarded on application; or may be obtained of

MARTIN CURTLER, Esq., Solicitor, Worcester; or Messrs. THOMPSON & DEBENHAM, Solicitors, Salters' Hall-court, Cannon-street, E.C.; and of Messrs. EDWIN FOX & BOUSFIELD, 24, Gresham-street, Bank, E.C.

The celebrated and very valuable Freehold fully-licensed Public-house situate at the top of the Haymarket, at the corner of Coventry-street and Great Windmill-street, and known as the WILTON (Scott's), let on lease at an exceedingly low rental, and offering to trustees, capitalists, brewers, and the trade a thoroughly safe and profitable investment.—In the High Court of Justice, Chancery Division: Cook v. Dey.

WEATHERALL & GREEN will SELL, by AUCTION, at the MART, near the Bank of England, on TUESDAY, JULY 3, at ONE o'clock, in one Lot (by direction of his Lordship the Master of the Rolls), the important and very valuable FREEHOLD PROPERTY, well known as the WILTON (Scott's), comprising the houses No. 20, Coventry-street, and No. 2, Great Windmill-street, immediately opposite the Haymarket, and one of the finest positions at the West-end. It is now let on lease to a most responsible tenant at the exceedingly low rental of £500 a year, which may be considered merely a ground-rent as, irrespective of the rental value of the property, it possesses in addition the security of the present large and increasing very profitable trade, which, on the expiration of the present lease, will of necessity command an adequate premium for a renewed term. The premises are of a most substantial character, and decorated in a superior and tasty manner. The bar has six entrances, and is especially arranged to meet the requirements of the trade, and the domestic accommodation is particularly adapted for a large establishment.

May be viewed by permission of the tenant, and particulars obtained at the Mart; of Messrs. WEATHERALL & GREEN, Auctioneers, 22, Chancery-lane; or

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LIST of ESTATES and HOUSES to be SOLD or LET, including Landed Estates, Town and Country Residences, Hunting and Shooting Quarters, Farms, Ground Rents, Rent Charges, House Property and Investments generally, is published on the first day of each month, and may be obtained, free of charge, at their offices, 80, Chapside, E.C., or will be sent by post in return for two stamps.—Particulars for insertion should be received not later than four days previous to the end of the preceding month.

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MESSRS. DEBENHAM, TEWSON, & FARMER

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MESSRS. DEBENHAM, TEWSON, & FARMER will SELL, at the MART, on THURSDAY, JULY 5, at TWO, the following PROPERTIES, viz. :—

Lot 1.—The Dwelling-house and Shop, 148, Commercial-road-east (formerly 5, Prince's-place); let to Mr. Nathan, a yearly tenant, at £40.

Lot 2.—The adjoining Dwelling-house and Shop, 150, Commercial-road-east (formerly 6, Prince's-place); let to Mr. Clayton, a yearly tenant, at £38.

Lot 3.—The corner, double-fronted Shop and Dwelling-house, 152, Commercial-road-east (formerly 7, Prince's-place), together with the adjoining house and shop, Nos. 2 and 4 (formerly 1 and 2), Morgan-street. The whole leased to Mr. Hickman for a term, having nine years unexpired, at £80.

Copyholds.

Lot 4.—The fully-licensed Public-house, the Hoop and Grapes, being 112, St. George's-street, St. George's-in-the-East. Leased to Mr. Holt for the residue of a term of 30 years, from 1865, at the low rent of £60.

Lot 5.—The Dwelling-house and Shop, 110, St. George's-street; let to Mr. Wood, a yearly tenant, at £36.

Lot 6.—The adjoining Dwelling-house and Baker's Shop, 109, St. George's-street; let upon lease for 21 years from 24th June, 1877, at £50.

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Lot 1.—Nos. 21 and 22, Duke-street, West Smithfield, each comprising six rooms and a double-fronted shop, let on lease for 14 years from 1865 at £60 per annum, one house being underlet for three years from Midsummer, 1876, at the annual rent of £56. The property possesses a frontage of 27ft. 6in. to Duke-street, and a like frontage to Bartholomew-close, and would form an eligible site for the erection of more important premises.

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(For Continuation of Sales see Back Page.)